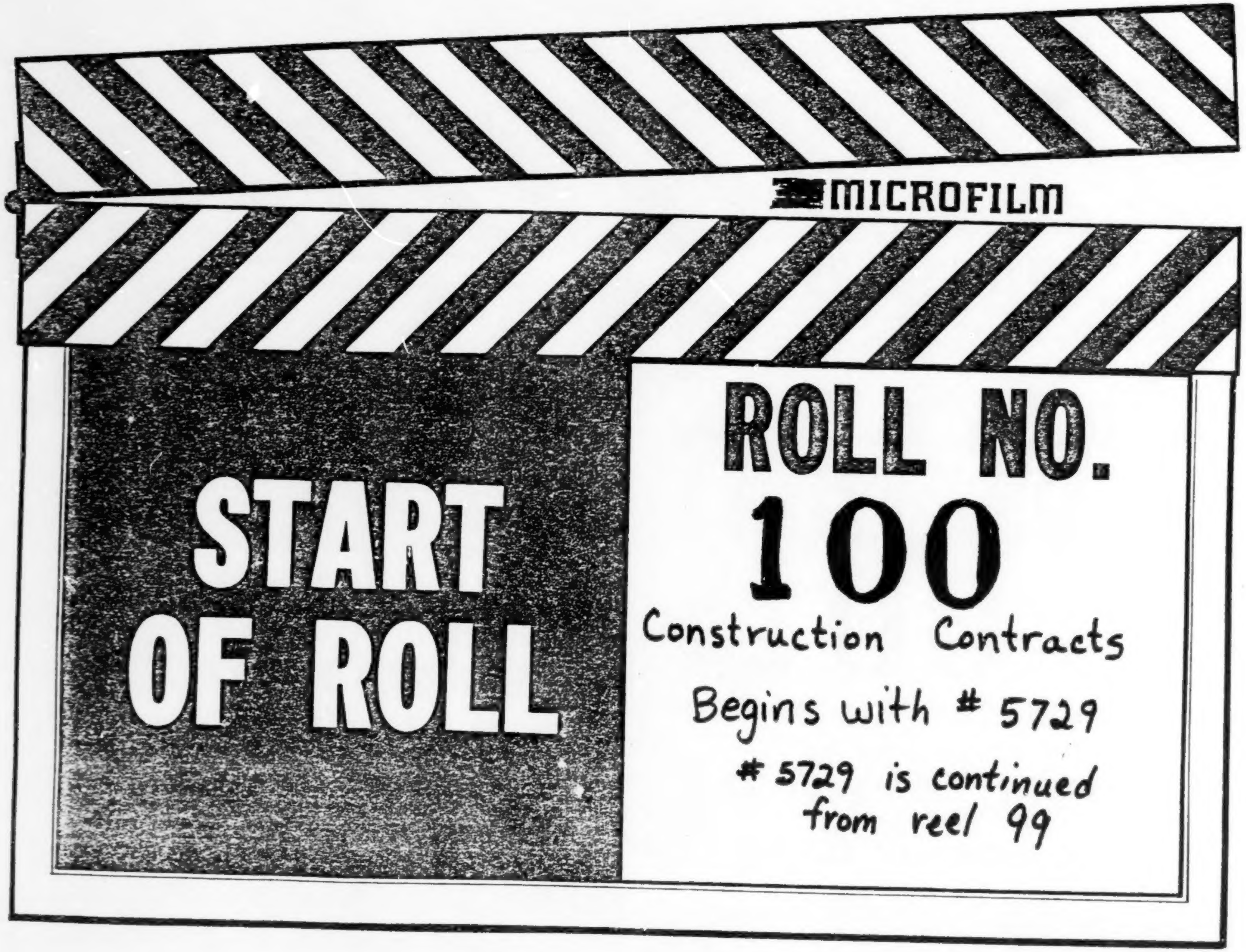


START OF ROLL

ROLL NO.
100

Construction Contracts

Begins with # 5729

# 5729 is continued
from reel 99

S-239(7) Hanley Ranch-Forest Bdry. 1960
Sec. of Lake-of-the-Woods
#5729 Hwy. (grad., oilng., struc.)

OTTO J. FROHNMAYER
PHILIP B. LOWRY
ERVIN B. HOGAN
W. V. DEATHERAGE

PORTER J. NEFF
[1871-1959]

FROHNMAYER, LOWRY, HOGAN & DEATHERAGE
ATTORNEYS AT LAW
200 COOLEY THEATRE BUILDING
MEDFORD, OREGON

TELEPHONE SPRING 2-7117

May 19, 1961

Mr. Glenn L. Jackson
California Oregon Power Co.
Medford, Oregon

Re: State of Oregon v. Robert S. Gilbert, et al
Case No. 60-451-L
File L-3490 R-30888
Hanley Ranch-Forest Boundary
Section-Lake of the Woods Highway

Dear Glenn:

After you and I looked over the above property on May 11, 1961 and after talking with Mr. and Mrs. Imperatrice, you suggested that I write you a letter giving you their views regarding the settlement of the case.

First, Mr. and Mrs. Imperatrice desire a 12' X 12' underpass installed at engineer's station 735+75 or at a point close thereto. Paul B. Rynning, who was employed by Mr. and Mrs. Imperatrice, recommends that a reinforced concrete culvert be installed according to the design and specifications of the Oregon State Highway Department drawing #9796.

Mr. Rynning suggests a second underpass at engineer's station 766+50, which is at a point just east of the driveway going in to the residence, barn and other outbuildings on the property. However, after talking with you, Mr. and Mrs. Imperatrice felt that the state would not make such an installation and are willing to forego it. However, it is absolutely essential to the feasible and economic operation of the ranch that the first mentioned underpass be installed.

Second, as you will recall, the irrigation ditches, as relocated by the contractor, in many places are too low to irrigate the land by gravity. We believe that neither the state nor the contractor is equipped to cope with this problem. This fact has already been demonstrated by the manner in which the ditches were relocated on the property. Accordingly Mr. and Mrs. Imperatrice are willing to take the necessary steps to correct these conditions.

NOTED
FORREST COOPER

Third, is the question of the amount of compensation. In view of the fact that Mr. and Mrs. Imperatrice are willing to assume the responsibility of making the irrigation system work and are also coping with numerous other problems which have arisen in connection with the widening of the highway, and in view of the amount of property which has been taken and the severance damage involved, they feel that $9150.00 is the absolute minimum which should be paid them by the state.

The state is presently filling with rock certain of the relocated irrigation ditches which have eroded badly. Perhaps by the time you receive this letter this work will have been completed. In any event the state should complete this work.

Also, as you know, we think that the cut and slope at station 782+50 adjacent to the south canal on the south side of the highway presents a hazard. If any difficulty or damage should result from the proximity of this cut and slope to the ditch, this problem will have to be considered when it arises.

There may be other minor points of adjustment. However, if we can get together on the foregoing, we believe that the case can be settled.

Obviously nothing contained in this letter should be construed as any admission on the part of Mr. and Mrs. Imperatrice as to the extent of their damage. The purpose of the letter is to effect, if possible, a compromise and settlement of the pending lawsuit.

Feel free to call on me for any additional information.

Yours very truly,

FROHNMAYER, LOWRY, HOGAN
& DEATHERAGE

By Otto J Frohnmayer

OJF:dmk

cc: Mr. & Mrs. Reg. D. Imperatrice

Salem, Oregon
May 15, 1961

Right of Way
Lake of the Woods Highway
Jackson County

Mr. L. I. Lindas
Chief Counsel
OFFICE

I am attaching a copy of a letter from Mr. Paxson which refers to property being acquired from a Mr. Gilbert on the Lake of the Woods Highway in Jackson County.

Will you please furnish me sufficient information re this matter so that Mr. Williams can discuss it intelligently with Commissioner Jackson.

Forrest Cooper
Deputy State Highway Engineer

FC:fn

Attach.

cc Mr. W. C. Williams

FORM E-30 50M 7-60 29395

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 11, 1961

SUBJECT:

REFERRED TO
Cooper
By State Highway Engineer

To: Mr. W. C. Williams

Mr. Glenn Jackson called today relative to right of way across the Hanley Ranch on the Lake of the Woods Highway in Jackson County. It appears that the present owners of this property are insistent that a cattle pass be provided. The circumstances are as follows:

Condemnation proceedings were filed June 29, 1960 against the owner of the property, a Mr. Gilbert. This proceeding was amended November 23, 1960. In the meantime, Gilbert had sold to Reginald and Jane Imperatrice, who are the parties now complaining.

The new construction follows the present road with very minor deviations for line straightening. The existing road and the new road both sever this property approximately in half. Our appraisal for the property taken and for damages is $9,150, which is the amount offered in the condemnation proceedings. This is made up of $3,868.80 for 18.8 acres; $247.50 for four easements; damage to a corral, scales and other facilities $3,850; and general damages of $1,170. These general damages do not include severance.

The traffic on the present highway is approximately 250 vehicles per day. Mr. Crandall's estimate of 1975 traffic when the highway is completed is approximately 500 vehicles per day. This seems low, as there are now 740 vehicles per day on the Green Springs Highway at its lowest point, and it would seem that a considerable volume of this traffic would be diverted to the Lake of the Woods.

While there seems to be no legal reason for paying severance damages or constructing stock passes in lieu of such damage, it may be that hazard to our traffic would warrant such an installation. The owners say they have 1,000 head of cattle which are constantly being moved from one side of the highway to the other. Mr. Jackson advised that they were asking for a pass 8' high and 15' wide. This would cost about $9,400. The standard 7' x 7' pass would cost about $6,000. Mr. Jackson talked some about the possibility of providing them two of the smaller passes in lieu of one larger one.

Mr. Jackson will undoubtedly bring this up for discussion at the Commission meeting on May 26.

G. S. Paxson
Assistant State Highway Engineer

GSP:ae

A

RECEIVED
JUL 21 196

FOR FILING

8-239(7)

5729

FORM S-123

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

July 20, 1960

Mr. C. R. O'Neil
Route 2, Box 95
Creswell
Oregon

Dear Sir:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission:

> Contract #5729, awarded June 30, 1960, for grading-paving-structure on the Hamley Ranch-Forest Boundary Section of the Lake of the Woods Highway in Jackson County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc
Encl.

RECEIVED
JUL 20 1960
FOR FILING

S-239(7)

5729

July 20, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was started on July 15, 1960, on Contract No. 5729, Hanley Ranch-Forest Boundary Section, in Jackson County, in connection with Federal Aid Project No. S-239(7).

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

DBP:sw

RECEIVED
MAR 30 1960
FOR FILING

S-239(7)

5729

March 29, 1960

Oregon State Highway Commission

Limited A.C.

Gentlemen:

Our survey has been completed on the Hanley Ranch-Forest Boundary Section of the Lake Of The Woods Highway. I am attaching a map for your information.

The length of this section is 5.47 miles and I recommend your approval of this survey and authorization to purchase the necessary rights of way. This project is included in Program IV adopted January 6, 1960.

The matter will be on the agenda for your consideration at the April 20-21 meeting.

Very truly yours,

W. C. Williams
State Highway Engineer

Enclosure

cc to: Mr. Tom Edwards

DJB:jk ae

Survey Res. #211

FORM E-30 50M 7-59 22124

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 23,1960

SUBJECT: Survey Approval Map
Hanley Ranch-Forest Boundary Section
Lake of the Woods Highway

To:

Mr. Forrest Cooper
Deputy State Highway Engineer
BUILDING

Attached are 11 copies of the above named survey approval map with the suggested letter to the Commission.

Tom Edwards
Construction Engineer

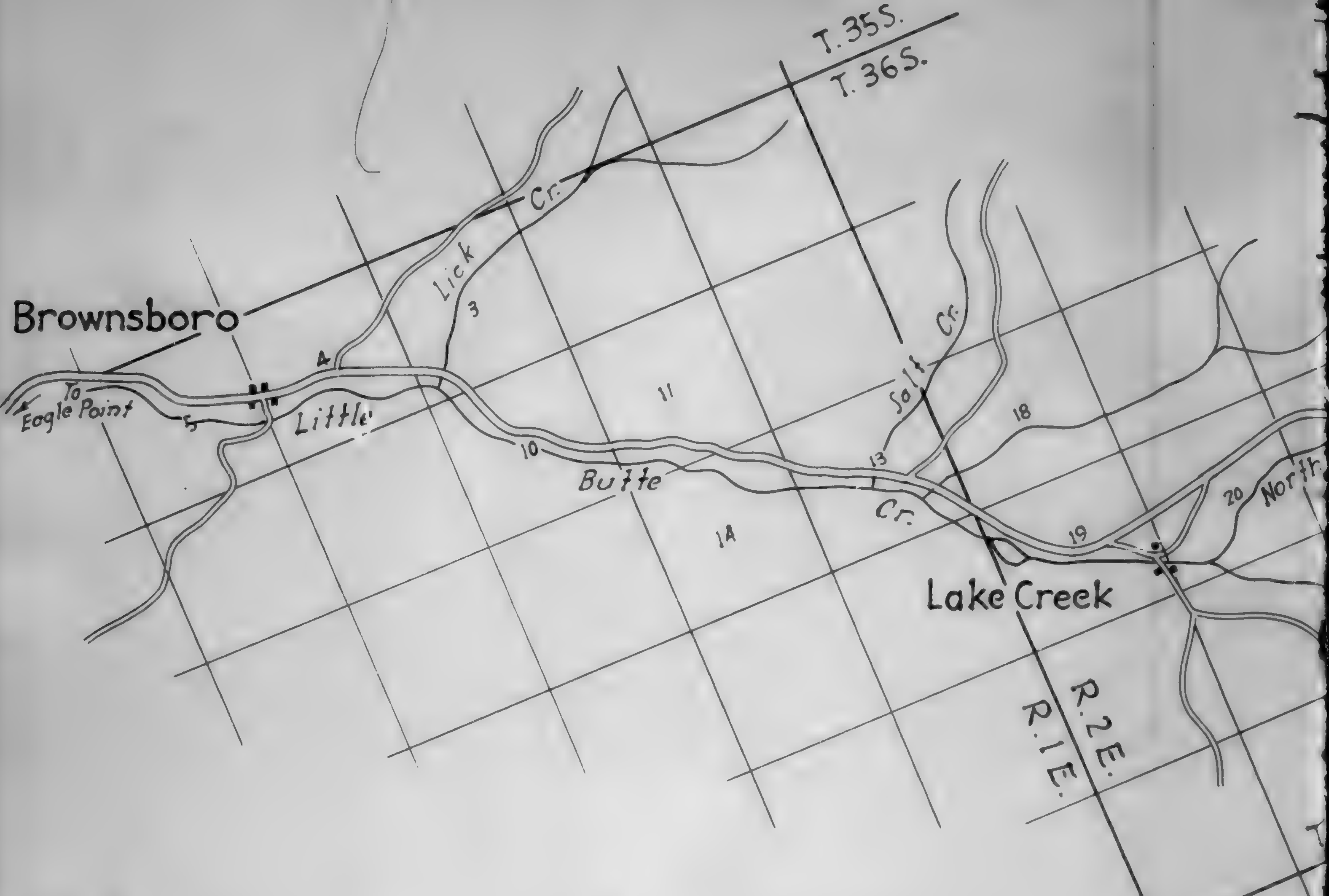
By D J Barbee

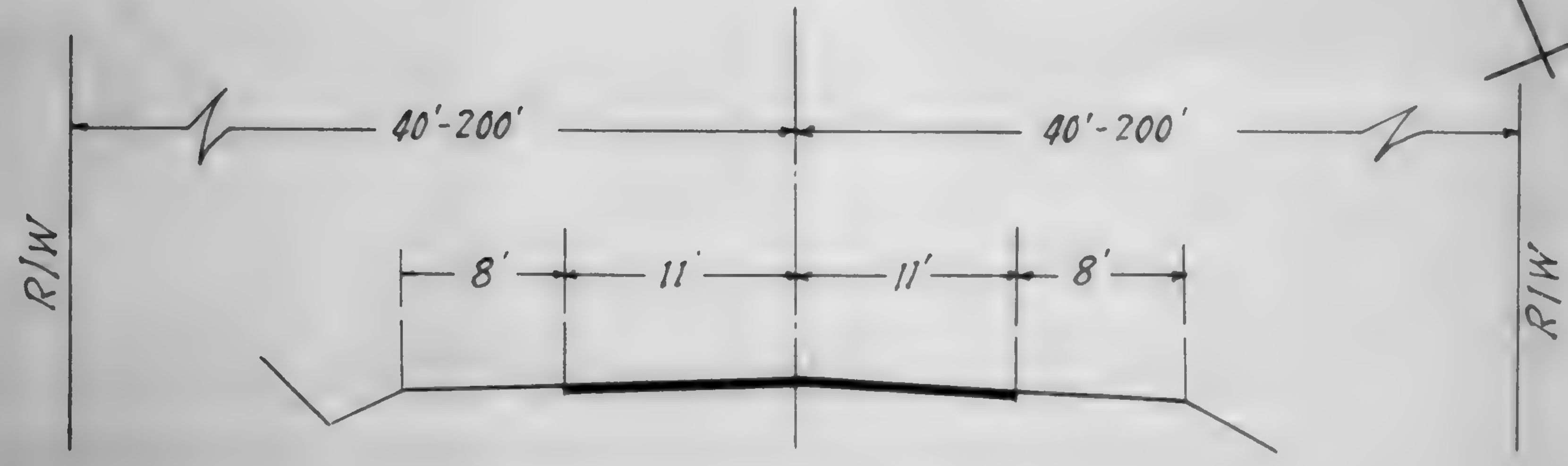
D. J. Barbee
Asst. Construction Engineer

DJB:jk

Attachment

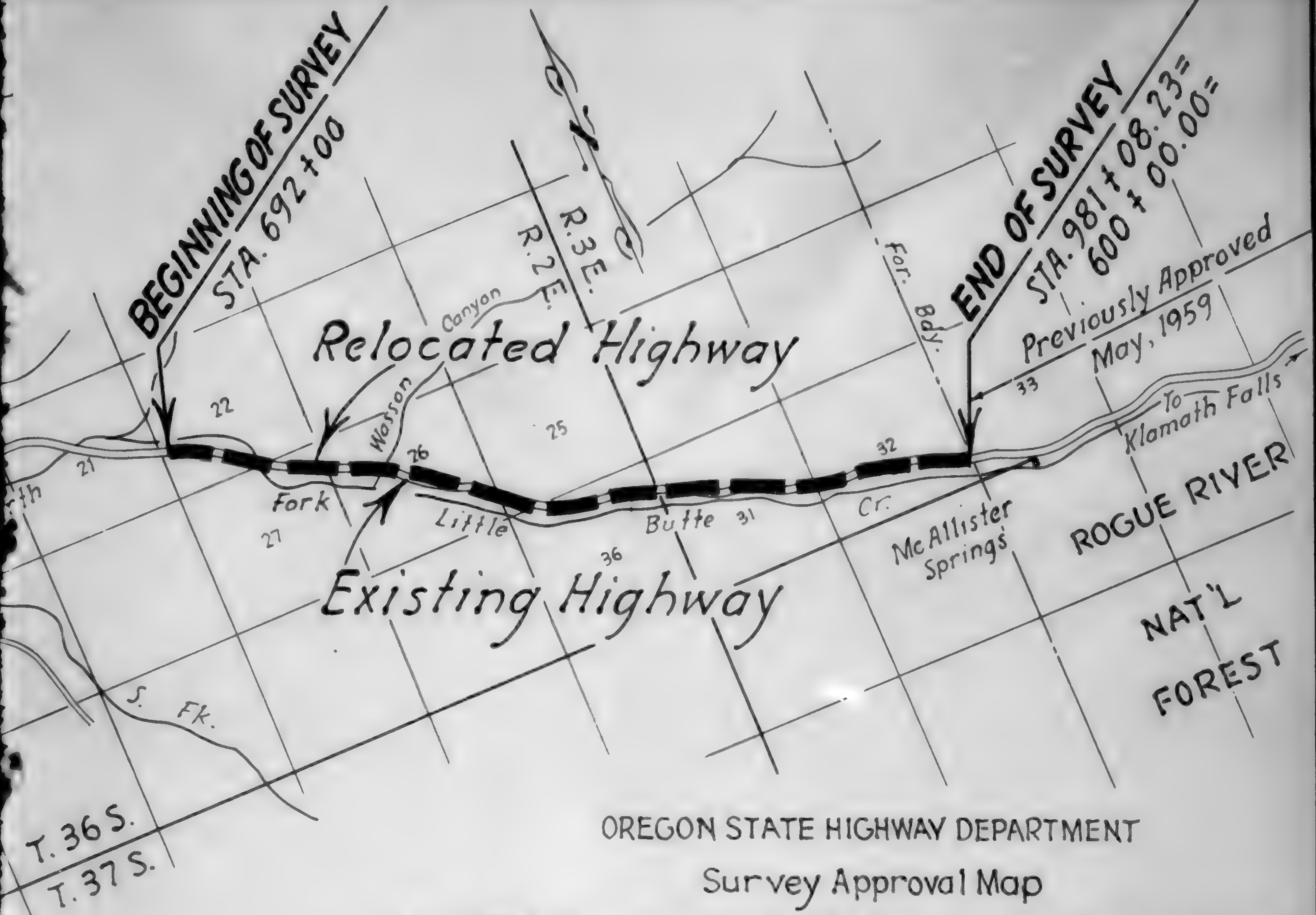
RECEIVED
MAR 25 1960
OFFICE OF
STATE HIGHWAY ENGINEER





DEPUTY ST

NOTE: Climbing lane to be provided where necessary



OREGON STATE HIGHWAY DEPARTMENT

Survey Approval Map

HANLEY RANCH-FOREST BOUNDARY SECTION

LAKE OF THE WOODS HIGHWAY

JACKSON COUNTY

Scale: 1" = 1 Mile March, 1960

DRG. NO. 1R-3-1265

For details see Drg. No. 88-17-1, Feb., 1960

APPROVED
Forr Cooper
STATE HIGHWAY ENGINEER
March 28, 1960
DATE

F~~8~~-41(2) Cummings Pass-Fossil Sec. 1960
of John Day Hwy. (Grad. &
#5730 Oiling)

QA
2233

Contract 5730

RECEIVED
JAN 10 1963
FOR FILING

Modification transaction number 10	Fo R-2A (5 57) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	State **Oregon**
Project record number F 41 (2)	**MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT** 1-8-63	County **Wheeler**
		Project number **F-41(2)**

5730

The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Engineer on **February 13**, 19**61**, is hereby modified as follows:

Revised estimated total cost of project	$ **528,844.00**
Revised Federal funds	$ **332,059.00**
Other revisions	

All other terms and conditions of the Project Agreement will remain in full force and effect.

This modification is effective as of the **8** day of **January**, 19**63**.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By ______________________

Act State Highway Engineer
(Title)

By ______________________

____
(Title)

By ______________________

____
(Title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

~~**XX**~~ **A. M. Parsons**
Division Engineer

By: L. R. Backlund
L. R. Backlund, Administrative Mgr.

January 4, 1963

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

We are forwarding two copies of modification of project agreement, signed by a Highway official, for the Cummings Pass-Fossil Section, Project No. F-41(2).

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

[illegible]

RECEIVED

2-13-61

Monthly Transaction No. FOR FILING 56	For 2 (9-) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	e **Oregon**
Project Report No. 1 - 11 F-41(2)	**FEDERAL-AID PROJECT AGREEMENT**	County **Wheeler**
		Project No. **F-41(2)**

5735 The State, through its Highway Department, having complied with the terms and conditions set forth in the Federal-Aid Road Act, approved July 11, 1916 (39 Stat. 355), as amended and supplemented, and in the Regulations issued pursuant thereto by the Secretary of Commerce, relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein.

Project termini

SR 19, 4.5 mi. N. to Fossil
(Cummings Pass-Fossil Section)

Project classification or class of work	Effective date of authorization	Approximate length *(Miles)*
Highway planning		
Preliminary engineering		
Rights-of-Way		
Construction	5-10-60	4.5
Other *(Specify)*		

FUNDS

Estimated total cost of project $ 501,634	Federal funds $ 311,000

The State further stipulates that pursuant to said Act and Regulations, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By Forrest Cooper
Deputy **State Highway Engineer**
(title)

By ____________________
____
(title)

By ____________________
____
(title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

~~By~~ **C. G. Polk**
Division Engineer

By: R. C. Wright
R. C. Wright
Administrative Manager

Date executed by
Division Engineer **February 13, 1961**

USComm-DC 40257

RECEIVED

2-13-61

Monthly Transaction No. FOR FILING 56	Form [illegible]2 (9-[illegible]) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	[illegible]e **Oregon**
Project Report No. [illegible] F-41(2) 7	**FEDERAL-AID PROJECT AGREEMENT**	County **Wheeler**
		Project No. **F-41(2)**

2720 The State, through its Highway Department, having complied with the terms and conditions set forth in the Federal-Aid Road Act, approved July 11, 1916 (39 Stat. 355), as amended and supplemented, and in the Regulations issued pursuant thereto by the Secretary of Commerce, relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein.

Project termini

SR 19, 4.5 mi. N. to Fossil
(Cummings Pass-Fossil Section)

Project classification or class of work	Effective date of authorization	Approximate length *(Miles)*
Highway planning		
Preliminary engineering		
Rights-of-Way		
Construction	5-10-60	4.5
Other *(Specify)*		

FUNDS

Estimated total cost of project	Federal funds
$ 501,634	$ 311,000

The State further stipulates that pursuant to said Act and Regulations, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By

Deputy **State Highway Engineer**
(title)

By

(title)

By

(title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

XX **C. G. Polk**
Division Engineer

By:
R. C. Wright
Administrative Manager

Date executed by
Division Engineer **February 13, 1961**

February 9, 1961

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding two copies of project agreement, signed by a Highway official, for the Cummings Pass-Fossil Section, Project No. F-41(2).

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

RMC:bb

November 21, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding four copies of estimate as a basis for project agreement and two copies of Quarterly Federal-Aid Expenditure Projection for the Cummings Pass-Fossil Section, Project No. F-41(2).

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

RNC:sw

Enc.

Oregon State Highway Department

Federal Aid
Project No. F-41(2)

CUMMINGS PASS-FOSSIL SECTION OF THE JOHN DAY HIGHWAY IN WHEELER COUNTY

(Estimate as a basis for project agreement. Based on contract prices.)

Salem, Oregon, November 21, 1960

Type Code 5231
Roadway (Sta. 171+00 to Sta. 408+45)(Contract No. 5730)

Clearing and Grubbing	All	Required		$ 9,500.00
Drainage Excavation, Unclassified	1,200	cu.yds.	$ 2.50	3,000.00
General Excavation, Unclassified	631,800	cu.yds.	0.25	157,950.00
Short Overhaul	2,323,000	yd.stas.	0.01	23,230.00
Long Overhaul	42,000	C-yd.stas.	0.30	12,600.00
Finishing Roadbed and Slopes	4.50	miles	1,000.00	4,500.00
Rounding Cutbanks	15,400	lin.ft.	0.15	2,310.00
13-inch Corrugated Metal Pipe	30	lin.ft.	3.25	~~9,750.00~~ 97.50
18-inch Corrugated Metal Pipe	1,500	lin.ft.	4.85	7,275.00
24-inch Corrugated Metal Pipe	440	lin.ft.	7.00	3,080.00
24-inch Corrugated Metal Pipe, 12-Gage	160	lin.ft.	9.00	1,440.00
30-inch Corrugated Metal Pipe	90	lin.ft.	8.60	774.00
36-inch Corrugated Metal Pipe	330	lin.ft.	13.00	4,290.00
36-inch Corrugated Metal Pipe, 8-Gage	260	lin.ft.	18.00	4,680.00
48-inch Corrugated Metal Pipe	70	lin.ft.	19.50	1,365.00
74-inch Corrugated Metal Pipe	140	lin.ft.	47.00	6,580.00
43-inch Arch-Type Corrugated Metal Pipe	210	lin.ft.	13.60	2,856.00
8-inch Sewer Pipe	130	lin.ft.	2.50	325.00
Drop Manholes	1	only	700.00	700.00
Adjustment of Manholes	2	only	500.00	1,000.00
Class "A" Concrete	2	cu.yds.	150.00	300.00
Wire Fabric Reinforcement	80	lbs.	1.00	80.00
Metal Guard Rail	13,000	lin.ft.	2.30	29,900.00
Guide Posts, Type W-2	130	only	5.50	715.00
Course Crushed Material in Base	73,700	tons	1.43	105,391.00
3/4" - 0 Material in Base	9,800	tons	1.52	14,896.00
Sprinkling	6,600	M-gals.	2.00	13,200.00
Preparation of Base	4.50	miles	150.00	675.00
3/4" - 0 Material in Binder Course	540	cu.yds.	3.10	1,674.00
Furnishing and Placing Aggregates	3,300	cu.yds.	3.10	10,230.00
MC-2 Asphalt	80	tons	46.00	3,680.00
120-150 Asphalt	240	tons	43.00	10,320.00

RS-1 Asphalt	70 tons	$ 45.00	$ 3,150.00
Extra For Oiling Approaches	28 only	25.00	700.00
			$442,463.50
Flagging (37½% of Contractor's Cost)	All Required		750.00
Seeding and Mulching	All Required		2,100.00
Signing (Temporary)	All Required		600.00
Signing (Permanent)	All Required		1,800.00
Work by Pacific Tel. & Tel. Co.	All Required		1,729.09
Work by Fossil Tel. Exchange	All Required		470.04
Work by Fossil Community T. V. Inc.	All Required		519.00
Work by City of Fossil (Water)	All Required		2,800.00
Work by Pacific Power & Light Co.	All Required		2,800.00
	Subtotal		$456,031.63
	10% Engr. & Cont.		45,602.37
	Total		$501,634.00

Length of Roadway - - - - - - - - - - - 4.501 Miles
Cost of Roadway Per Mile- - - - - - - - $111,449.45

Federal Funds - $311,000.00
State Funds - 190,634.00
$501,634.00

State Funds For Const: Chap. 175, laws 1917; Chap. 31, laws 1920;
Chap. 529, laws 1939

State Funds For Maint: Chap. 529, laws 1939

[illegible] PASS-FOSSIL SECTION

PROJECT NO. F-41(2)

Estimated costs of work by the Pacific Telephone and Telegraph Company.

Lump Sum Agreement		$1,729.09
	Use	1,729.09

Estimated costs of work by the Fossil Telephone Exchange.

Lump Sum Agreement		$ 470.04
	Use	470.04

Estimated costs of work by the Fossil Community T. V. Inc.

Lump Sum Agreement		$ 519.38
	Use	519.00

Estimated costs of work by City of Fossil (water lines)

Work by contract

Pipe, valves and fittings		$1,554.51
Excavation and Installation		1,302.72
		$2,857.23
	Use	2,800.00

Estimated costs of work by Pacific Power and Light Co.

Transmission Line & Distribution Line

Labor		$1,656.58
Materials		947.13
Equipment		267.24
Right of Way		100.00
Salvage (Credit)		-140.00
		$2,830.95
	Use	$2,800.00

Oregon State Highway Department

Federal Aid
Project No. F-41(2)

CUMMINGS PASS-FOSSIL SECTION OF THE
JOHN DAY HIGHWAY IN WHEELER COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, May 3, 1960

Type Code 5231
Roadway (Sta. 171+00 to Sta. 408+45)

Clearing and Grubbing	All Required		$ 7,500.00
Drainage Excavation, Unclassified	1,200 cu. yds.	$ 3.00	3,600.00
General Excavation, Unclassified	631,800 cu. yds.	0.35	221,130.00
Short Overhaul	2,323,000 Yd. Sta.	0.0075	17,422.50
Long Overhaul	42,000 C-yd.sta.	0.35	14,700.00
Finishing Roadbed and Slopes	4.50 miles	1,000.00	4,500.00
Rounding Cutbanks	15,400 lin. ft.	0.15	2,310.00
12-inch Corrugated Metal Pipe	30 lin. ft.	3.75	112.50
18-inch Corrugated Metal Pipe	1,500 lin. ft.	5.00	7,500.00
24-inch Corrugated Metal Pipe	440 lin. ft.	7.50	3,300.00
24-inch Corrugated Metal Pipe, 12 Gage	160 lin. ft.	9.00	1,440.00
30-inch Corrugated Metal Pipe	90 lin. ft.	10.00	900.00
36-inch Corrugated Metal Pipe	330 lin. ft.	14.50	4,785.00
36-inch Corrugated Metal Pipe, 8 Gage	260 lin. ft.	15.50	4,030.00
48-inch Corrugated Metal Pipe	70 lin. ft.	25.00	1,750.00
74-inch Corrugated Metal Pipe	140 lin. ft.	53.00	7,420.00
43-inch Arch Type Corrugated Metal Pipe	210 lin. ft.	16.50	3,465.00
8-inch Sewer Pipe	130 lin. ft.	2.00	260.00
Drop Manholes	1 only	350.00	350.00
Adjustment of Manholes	2 only	75.00	150.00
Class "A" Concrete	2 cu. yds.	100.00	200.00
Wire Fabric Reinforcement	80 lbs.	0.20	16.00
Metal Guard Rail	13,000 lin. ft.	2.50	32,500.00
Guide Posts, Type W-2	130 only	6.75	877.50
Coarse Crushed Material in Base	73,700 tons	1.15	84,755.00
3/4" - 0 Material in Base	9,800 tons	1.25	12,250.00
Sprinkling	2,200 M-gal.	3.00	6,600.00
Preparation of Base	4.50 miles	250.00	1,125.00
3/4" - 0 Material in Binder Course	540 cu. yds.	3.25	1,755.00
Furnishing and Placing Aggregates	3,300 cu. yds.	3.50	11,550.00
MC-2 Asphalt	80 tons	44.00	3,520.00
120-150 Asphalt	240 tons	42.00	10,080.00
RS-1 Asphalt	70 tons	44.00	3,080.00
Extra For Oiling Approaches	28 only	30.00	840.00
			$475,773.50

Flagging (57½% of Contractor's Cost)	All Required	$ 750.00
Seeding and Mulching	All Required	2,100.00
Signing (Temporary)	All Required	600.00
Signing (Permanent)	All Required	1,800.00
Work by Pacific Tel. & Tel. Co.	All Required	300.00
Work by Fossil Tel. Co.	All Required	180.00
Work by Fossil T. V. Co.	All Required	150.00
Work by City of Fossil (Water)	All Required	1,500.00
Work by Pacific Power & Light Co.	All Required	2,950.00
	Subtotal	$486,103.50
	10% Engr. & Cont.	48,609.50
	Total	$534,713.00

Length of Roadway	4.501 Miles
Cost of Roadway Per Mile.	$118,798.71

Federal Funds	$326,000.00
State Funds	208,713.00
	$534,713.00

Oregon State Highway Department

Federal Aid
Project No. F-41(2)

CUMMINGS PASS-FOSSIL SECTION OF THE
JOHN DAY HIGHWAY IN WHEELER COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, May 23, 1960

Type Code 5231
Roadway (Sta. 171+00 to Sta. 408+45)

Clearing and Grubbing	All	Required		$ 7,500.00
Drainage Excavation, Unclassified	1,200	cu. yds.	$ 3.00	3,600.00
General Excavation, Unclassified	631,800	cu. yds.	0.35	221,130.00
Short Overhaul	2,323,000	yd. stas.	0.0075	17,422.50
Long Overhaul	42,000	C-yd. stas.	0.35	14,700.00
Finishing Roadbed and Slopes	4.50	miles	1,000.00	4,500.00
Rounding Cutbanks	15,400	lin. ft.	0.15	2,310.00
12-inch Corrugated Metal Pipe	30	lin. ft.	3.75	112.50
18-inch Corrugated Metal Pipe	1,500	lin. ft.	5.00	7,500.00
24-inch Corrugated Metal Pipe	440	lin. ft.	7.50	3,300.00
24-inch Corrugated Metal Pipe, 12 gage	160	lin. ft.	9.00	1,440.00
30-inch Corrugated Metal Pipe	90	lin. ft.	10.00	900.00
36-inch Corrugated Metal Pipe	330	lin. ft.	14.50	4,785.00
36-inch Corrugated Metal Pipe, 8 gage	260	lin. ft.	15.50	4,030.00
48-inch Corrugated Metal Pipe	70	lin. ft.	25.00	1,750.00
74-inch Corrugated Metal Pipe	140	lin. ft.	53.00	7,420.00
43-inch Arch Type Corrugated Metal Pipe	210	lin. ft.	16.50	3,465.00
8-inch Sewer Pipe	130	lin. ft.	2.00	260.00
Drop Manholes	1	only	350.00	350.00
Adjustment of Manholes	2	only	75.00	150.00
Class "A" Concrete	2	cu. yds.	100.00	200.00
Wire Fabric Reinforcement	80	lbs.	0.20	16.00
Metal Guard Rail	13,000	lin. ft.	2.50	32,500.00
Guide Posts, Type W-2	130	only	6.75	877.50
Coarse Crushed Material in Base	73,700	tons	1.15	84,755.00
3/4" - 0 Material in Base	9,800	tons	1.25	12,250.00
Sprinkling	6,600	M-gals.	3.00	19,800.00
Preparation of Base	4.50	miles	250.00	1,125.00
3/4" - 0 Material in Binder Course	540	cu. yds.	3.25	1,755.00
Furnishing and Placing Aggregates	3,300	cu. yds.	3.50	11,550.00
MC-2 Asphalt	80	tons	44.00	3,520.00
120-150 Asphalt	240	tons	42.00	10,080.00
RS-1 Asphalt	70	tons	44.00	3,080.00
Extra for Oiling Approaches	28	only	30.00	840.00
				$488,973.50

Flagging (57½% of Contractor's Cost)	All Required	$ 750.00
Seeding and Mulching	All Required	2,100.00
Signing (Temp.)	All Required	600.00
Signing (Perm.)	All Required	1,800.00
Work by Pacific Tel. & Tel. Co.	All Required	300.00
Work by Fossil Tel. Co.	All Required	180.00
Work by Fossil T. V. Co.	All Required	150.00
Work by City of Fossil (Water)	All Required	1,500.00
Work by Pacific Power & Light Co.	All Required	2,950.00
	Subtotal	$499,303.50
	10% Engr. & Cont.	49,929.50
	Total	$549,223.00

Length of Roadway . . . . 4.501 Miles
Cost of Roadway Per Mile $122,022.43

Federal Funds $335,000.00
State Funds 214,223.00

$549,223.00

RECEIVED
SEP 6 1962
FOR FILING

F-41(2)

5730

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 5, 1962

To: Mr. C. H. Maison
Auditor
OFFICE

ATTN: Mr. Duane Wolfe

SUBJECT: Bill for City of Fossil
Cummins Pass-Fossil Section
John Day Highway
Contract No. 5730

Attached is a bill from the Water Department of the City of Fossil for the repair of a water line which was damaged during the installation of guard rail on this project. There was an Order for State Force Work approved in March, 1962, which covered this billing.

If this bill has not already been paid, please make arrangements to pay it.

F. D. Morgan
Construction Engineer

By C H Baker

C. H. Baker
Ass't. Field Construction Engineer

NOTED
L PORTER

CHB:bjh
Attachment

cc: R. L. Porter

RECEIVED
SEP 5 1962
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
[illegible] 5 1962
FOR FILING

Salem, Oregon
August 29, 1962

Mr. F. D. Morgan
Construction Engineer
Building

Attached hereto are a letter from the City of Fossil and a bill for repairs to a water main in the amount of $51.20.

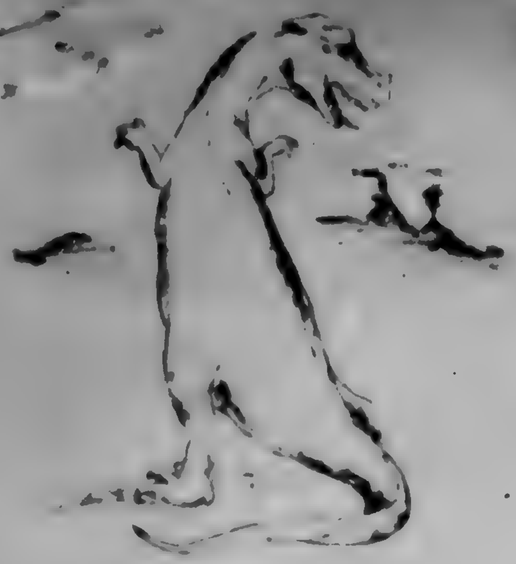
If the bill is in order, please take steps to see that it is paid, and if it is not in order, so advise the city.

The letter has not been acknowledged.

R. L. Porter
Assistant State Highway Engineer

RLP:ajw

Attachments



The

City of Fossil

August 20, 1962

Forrest Cooper

Oregon State Highway Department
Salem, Oregon

Gentlemen:

About a year ago a City water main was broken by a post hole digger when a crew was installing the guard rail along the John Day Highway, here in Fossil, between Washington and Adams streets. Jamieson & Marshall were called from Condon to make the repair. I sent the bill to Keats Oliver, who was then Resident Engineer.

Mr. Jamieson recently told me that he had never received payment for this work, and I understand that Mr. Oliver is no longer in Condon.

Enclosed you will find a statement for this repair work.

Thank you.

Very truly yours,

Margaret Dukek
City Recorder

Porter.

City of Fossil
Fossil, Oregon

9/27/61 #17964		
1 6" dresser hydrepair clamp	31.20	
Repair water main	20.00	51.20

RECEIVED
MAR 23 1962
FOR FILING

F-41 (2)

5730

March 23, 1962

St. Paul Fire & Marine Ins. Co.,
Pacific Department
200 Mills Bldg.,
San Francisco 6, California

Gentlemen:

A post-final payment in the amount of $800.00 will be made to Durbin Bros., on contract #5730 for grading-oiling the Cummings Pass-Fossil Section of the John Day Highway in Wheeler County, as soon as the warrant is prepared.

The total amount paid the contractor in connection with this contract will be $471,189.93, including the post-final payment. Of the total, $19,287.10 is for force account work.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: St. Paul Fire & Marine Ins. Co.,
Tromp & McKinley Agency
260 11th Avenue East
Eugene, Oregon

cc: Durbin Bros.,
Route 5, Box 490
Eugene
Oregon

RECEIVED
MAR 2 1962
FOR FILING

5730

March 6, 1962

Durbin Bros.,
Route 5, Box 490
Eugene
Oregon

Gentlemen:

The State Highway Commission, at its meeting on March 6, 1962, discussed with the Engineer your request for an extension of time on contract #5730. You requested 5 additional workdays within which to complete the grading-oiling of the Cummings Pass-Fossil Section of John Day Highway in Wheeler County, without assessment of liquidated damages.

After considering the report, recommendation of the Engineer, and other available information, the Commission granted the 5 additional workdays without assessment of liquidated damages.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

de

cc: A. F. Parson
Loren Weber
F. D. Morgan
Bureau of Public Roads
L. H. Young
C. K. Matson

RECEIVED
FEB 28 1962
FOR FILING

F
5730

February 28, 1962

Oregon State Highway Commission

Request for Extension of Time
No. 2
March 2 meeting

Gentlemen:

Dustin Bros., the contractor on the Cummings Pass-Fossil Section of the John Day Highway (Contract No. 5730) has requested an increase of five workdays without the assessment of liquidated damages.

The contractor bases his request on an overrun in the contract amount of surfacing items. This is a valid reason and we recommend that his request be granted. The Bureau of Public Roads concurs in this recommendation.

This matter will be on the agenda for your consideration at the March 2 meeting.

Very truly yours

Forrest Cooper
State Highway Engineer

Encl.

cc R. L. Porter
F. D. Morgan

RLP:ajw fn

OREGON STATE HIGHWAY COMMISSION

Engineers Recommendation Regarding Contractors Request

for

Increase in Number of Workdays #2

to

Complete Construction Contract

Investigation has been completed regarding the request (see reverse side) for an increase in the number of workdays within which to complete, without assessment of liquidated damages, the following project:

Contract No. 5730 Contractor Durbin Brothers

Highway John Day

Section Cummings Pass - Fossil Section

Kind of Work Grading & Oiling

It is recommended that the request for increase in the number of workdays within which to complete said contract be ~~DENIED~~ or GRANTED. The reasons for such recommendation are as follows:

Recommend that request be granted for reasons as stated in letter of transmittal.

Recommend that request be granted because of 15% increase in surfacing items, which is considered as a change in plans.

Mar 2 1962 for 5 days
Floyd Query

Recommended for Approval:

F. S. Coulter
~~Asst~~ Division Engineer

G. L. Decker
Construction Engineer or Bridge Engineer

ASSISTANT STATE HIGHWAY ENGINEER

Contract No. 5730
Project designation F-41(2)
State-Federal
Date awarded June 30, 1960
Work started August 17, 1960
Per cent completed 100% 10--2-61
Date
No. of Workdays Allowed 175
No. of Workdays Used 180
No. of Added Workdays Requested 5

State Printing

E—320 (Rev.)—5M—5-60

OREGON STATE HIGHWAY COMMISSION

Contractors Request
for
Increase in Number of Workdays
to
Complete Construction Contract

Oregon State Highway Commission
Salem, Oregon

Date December 8, 19 61

Gentlemen:

We, the undersigned, respectfully request an increase in the number of workdays from 175 days to 180 days, within which to complete our Contract No. 5730, without the assessment of liquidated damages. The said contract is described as follows:

The dates of the workdays during which prosecution of the work was actually prevented and the conditions or causes which actually prevented the prosecution of work on said dates were as follows:

see attachment

Respectfully submitted,

Durbin Bros.
Contractor

By Walter J Durbin partner

CONSENT OF SURETY

Date December 8, 1961

We, ST. PAUL FIRE AND MARINE INSURANCE COMPANY, as surety on the bond guaranteeing the completion of the contract above-named and listed, hereby join in and consent to said request for an increase in the number of workdays, and hereby agree to remain fully bound as surety in all respects as if the number of workdays remained as stipulated in the original agreement.

Attorney-in-fact

Ronald L Boch
Resident Agent

(SEAL)

Re: Cummings Pass - Fossel Section
John Day Highway
Contract No. 5730

Our original protest of day count was from July 24, 1960 to August 27, 1960. This was due to the lack of stakes on the project and of a complete pipe list. When our operations began, we were unable to start work at the desired point according to our equipment placement because we did not have stakes there. It was also impossible to start work immediately where the stakes were placed because the pipe list did not include pipe for that particular part of the job.

From July 31, 1961 to August 9, 1961, we protested day count due to our oiling subcontractor's discontinuation of work because of a labor dispute. All during this period, we were charged work days.

While our crushing subcontractor was producing his material, he was told that it was within specification according to field inspection. He was shut down ten days moving out; and on the tenth day after his last screening equipment had left the project, he was notified that the rock did not pass specification according to further tests. Our crushing subcontractor was forced to rent additional equipment, at his own expense, from other firms and move it to the project as it was essential that his own equipment be on another project. During this entire period, work days were charged against us. We feel that we should also be given consideration because the crushing items over-ran the bid item by 15%.

Our guardrail subcontractor moved in two additional units and operated on an over-time basis to expedite the job. Yet on October 2 with only 12 feet of guardrail remaining to be painted, we were charged a full day , which we consider an unreasonable and an improper charge.

Mr. Query

AGENDA
MAR 2 1962

FORM 5-Y 3-X 50M 6-61

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

February 28, 1962

Oregon State Highway Commission

Request for Extension of Time
No. 2
March 2 meeting

Gentlemen:

Durbin Bros., the contractor on the Cummings Pass-Fossil Section of the John Day Highway (Contract No. 5730) has requested an increase of five workdays without the assessment of liquidated damages.

The contractor bases his request on an overrun in the contract amount of surfacing items. This is a valid reason and we recommend that his request be granted. The Bureau of Public Roads concurs in this recommendation.

This matter will be on the agenda for your consideration at the March 2 meeting.

Very truly yours

Forrest Cooper
State Highway Engineer

Encl.

NOTED
FLOYD QUERY

UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage St. N.E.
Salem, Oregon

TO : Mr. Forrest Cooper, State Highway Engineer
Salem

DATE: February 23, 1962

FROM : C. G. Polk, Division Engineer
Salem

SUBJECT: Cummings Pass-Fossil Section
John Day Highway, Project F-41 (2)

We concur in your request for increasing the workday count by 5 days on subject project for the reasons set forth in your letter dated February 20, 1962.

Young
Morgan

CONSTRUCTION DIVISION
RECEIVED
FEB 26 1962
NOTED- ☐ ☒ ☐ ☐ ☐
CE ACE

[illegible] copy to Parson
2-27-62

February 20, 1962

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
477 Cottage Street N. E.
Salem, Oregon

Dear Mr. Polk:

Re: Cummings Pass-Fossil Section
John Day Highway
Project F-41 (2)

The contractor on this project has requested an increase of 5 workdays without the assessment of liquidated damages, and lists five reasons for his request as follows:

1. Insufficient stakes and pipe list at beginning of operation.
2. Workday charges from July 31, 1961, to August 9 1961, a period during the labor dispute.
3. Notification that surfacing rock did not meet specifications after screening equipment was moved out.
4. A full workday charged on October 2 with only 12 feet of guardrail remaining to be painted.
5. An overrun of 15 per cent in the crushing items.

Our records would dispute the first four claims as listed. They also show an increase of 14.7 per cent in the crushing items. In dollar value the net increase from Item 25 to Item 34 amounts to $16,417.76 or 3.7 per cent of the total contract amount of $442,463.50. 3.7 per cent of 175 days (original workday amount) indicates the contractor should be allowed an increase of 6 to 7 days.

This increase in surfacing items was required. We consider it a change in plans, and will recommend to the Highway Commission that the contractor be granted an increase of 5 workdays, as requested, for this reason. This will avoid liquidated damages, since the work is completed with only 5 excess workdays charged.

May we have your concurrence in this matter.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

R. L. Porter
Assistant State Highway Engineer

cc Mr. Forrest Cooper
Mr. F. D. Morgan

GLD:bjh hlb

FORM E-30 80M 11-61 40230

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 7, 1962

SUBJECT: Request for Increase in Workdays
Cummings Pass-Fossil Section
John Day Highway
Contract No. 5730

To: Mr. R. L. Porter
Ass't. State Highway Engineer

OFFICE

The contractor, Durbin Bros., has requested an increase in the number of workdays from the original allocation of 175-days to 180-days on the above project. The contractor lists five principal reasons for his request:

1. Insufficient stakes and pipe list at the beginning of operations.

2. Workday charges from July 31, 1961, to August 9, 1961, a period during the labor dispute.

3. Notification that surfacing rock did not meet specifications after screening equipment was moved out.

4. A full workday charged on October 2 with only 12-feet of guardrail remaining to be painted.

5. An overrun of 15% in the crushing items.

Our records indicate only the overrun in the crushing items of 14.7% to be an entirely valid claim for an increase in the number of workdays. Item 25, coarse crushed material in base overran 11,243 tons. Item 26, 3/4"-0 material overran 1,020 tons. The total net overrun in surfacing items (25 to 34) amounts to $16,417.76 or 3.7% of the total contract amount of $442,463.50. 3.7% of 175-days (original workday amount) indicates the contractor should be allowed an increase of 6 to 7-days.

We consider this increase a change in plans and recommend the contractor be granted an increase of 5-workdays as requested for this reason. This will avoid liquidated damages, since the work is completed with only 5 excess workdays charged.

Rough drafts of letters to the Bureau of Public Roads and the State Highway Commission are enclosed.

F. D. Morgan
Construction Engineer

By G. L. Decker
G. L. Decker
Field Construction Engineer

GLD:bjh

RECEIVED
FEB 8 1962
OFFICE OF
STATE HIGHWAY ENGINEER

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F-41 (2)
115730

UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage St. N.E.
Salem, Oregon

TO : Mr. Forrest Cooper, State Highway Engineer
Salem

DATE: February 23, 1962

FROM : C. G. Polk, Division Engineer
Salem

CGPolk

SUBJECT: Cummings Pass-Fossil Section
John Day Highway, Project F-41 (2)

We concur in your request for increasing the workday count by 5 days on subject project for the reasons set forth in your letter dated February 20, 1962.

Young
Morgan
2-26-62

RE[illegible]
FEB 2[illegible]
[illegible]

NOTED
R. L. PORTER

RECEIVED
FEB 21 1962

FORM E-123-X 30M 6-61
COMMISSIONERS
M. K. MCIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

February 20, 1962

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
477 Cottage Street N. E.
Salem, Oregon

Dear Mr. Polk:

Re: Cummings Pass-Fossil Section
John Day Highway
Project F-41 (2)

The contractor on this project has requested an increase of 5 workdays without the assessment of liquidated damages, and lists five reasons for his request as follows:

1. Insufficient stakes and pipe list at beginning of operation.
2. Workday charges from July 31, 1961, to August 9 1961, a period during the labor dispute.
3. Notification that surfacing rock did not meet specifications after screening equipment was moved out.
4. A full workday charged on October 2 with only 12 feet of guardrail remaining to be painted.
5. An overrun of 15 per cent in the crushing items.

Our records would dispute the first four claims as listed. They also show an increase of 14.7 per cent in the crushing items. In dollar value the net increase from Item 25 to Item 34 amounts to $16,417.76 or 3.7 per cent of the total contract amount of $442,463.50. 3.7 per cent of 175 days (original workday amount) indicates the contractor should be allowed an increase of 6 to 7 days.

This increase in surfacing items was required. We consider it a change in plans, and will recommend to the Highway Commission that the contractor be granted an increase of 5 workdays, as requested, for this reason. This will avoid liquidated damages, since the work is completed with only 5 excess workdays charged.

May we have your concurrence in this matter.

Very truly yours,

Forrest Cooper
State Highway Engineer

By ORIGINAL SIGNED
R. L. PORTER

R. L. Porter
Assistant State Highway Engineer

cc Mr. Forrest Cooper ✓
Mr. F. D. Morgan

RECEIVED
FOR FILE
5730

January 19, 1962

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
477 Cottage Street N.E.
Salem, Oregon

Re: Erosion Control Work
Cummings Pass, Fossil Unit
Contract No. 5730
FAP No. F-41(2)
Prefix No. 35-1024-224,238

Dear Sir:

Mr. L. C. Jensen, Area Engineer for the Bureau of Public Roads, has discussed the seeding and mulching work on the above-noted project. Mr. Jensen was concerned about the lack of seed germination on this project.

Our past experience with the seeding and mulching in the eastern part of the state is such that the major germination will occur this spring and refertilization as a maintenance practice for the next several years will result in a good stand of grass on the roadbed slopes of the project.

Funds have been budgeted for reseeding and refertilization on this section for the year 1962 and this work will be done upon the arrival of suitable weather.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

R. L. Porter
Assistant Highway Engineer

MHA:hl-ajw

cc Forrest Cooper
Mark H. Astrup

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1962

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COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

file

January 5, 1962

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
477 Cottage Street, N. E.
Salem, Oregon

Activities of McNutt and Sons, Inc.
Subcontractor on Cummings Pass-
Fossil Section of the John Day Highway.

Dear Sir:

Your letter of December 22, 1961 requested information on the operations of McNutt and Sons, Inc., subcontractors on the Cummings Pass-Fossil Section of the John Day Highway. This information was specifically with reference to the effect of the recent Hoisting and Portable Engineers Strike on the contractor's operations.

To supply this information, we are supplying pertinent data reported on the Field Engineer's Weekly Reports as follows:

For week ending July 8, 1961 - contractor started moving crusher back on the job Thursday and Friday. Strike situation has not had any effect on this project.

For week ending June 15, 1961 - contractor moved back on project. Crusher is set up and will start as soon as stockpile is depleted. Strike situation has had no effect on this project as yet.

For week ending June 22, 1961 - Hauling coarse base from stockpile. Strike has had no effect on the project as yet; however, the oiling subcontractor is struck and we should be ready for oiling on or about August 1.

For week ending June 29, 1961 - completed crushing and hauling coarse base on Wednesday. Crushing and hauling 3/4"-0 base. Strike to date has had no effect on the project.

For week ending July 5, 1961 - completed placing base rock on Wednesday. Completed crushing on Thrusday. Binder course was shot on Friday by McNutt and Sons. Oiling subcontractor (J. C. Compton) down due to strike, and remainder of oil mat will depend on outcome of same.

We trust this supplies you with the desired information.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

F. D. Morgan
Construction Engineer

GLD:db:fp

cc R. L. Porter

RECEIVED

FORM CD-121
(9-22-59)

UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street N.E.
Salem, Oregon

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

DATE: December 22, 1961

FROM : C. G. Polk, Division Engineer
08-35.8-0 Salem, Oregon

By: A. F. Bester
A. F. Bester
Acting Division Engineer

SUBJECT: Oregon Project F-41(2)
Cummings Pass - Fossil Section
John Day - Burns Highway

At the request of our Regional Office, we would like to inquire into the activities of McNutt and Sons, Inc., a subcontractor on the subject project. Specifically, we would like any information available relative to the effects of the recent strike of the Hoisting and Portable Engineers Union, Local 701, on the operations of McNutt and Sons, Inc. According to our information, they were crushing on this project from July 5, 1961, to August 6, 1961.

The information that you supply will be used to support a claim for extension of contract time on a Bureau project in the State of Washington.

CONSTRUCTION DIVISION
RECEIVED
DEC 29 1961
NOTED ☐ CE ☐ ACE ☐ ACE ☑ ☐ COE

Morgan please handle

RECEIVED
DEC 26 1961
OFFICE OF
STATE HIGHWAY ENGINEER

REFERRED TO
Decker
By Ass't. Construction Engineer

Please gather info and
rough draft letter

RECEIVED
JAN 2 1962
FOR FILING

Cummings Pass-Fossil Section
Contract No. [illegible]

FINAL COST ANALYSIS

Grading and Oiling
Contractor: Durbin Bros.
Resident Engineer: Keats Oliver

December 15, 1961

John Day Highway
Wheeler County

Item 5730	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
Clearing and Grubbing	All	Lump	9,500.00	8,339.22	8,339.22	9,500.00
Drainage Excavation	1,535.29	Cu.Yd.	2.50	2.32	3,569.54	3,838.23
General Excavation	575,785.70	Cu.Yd.	0.25	0.25	144,946.80	143,946.43
Short Overhaul	1,983,863.60	Yd.Sta.	0.01	0.009	18,515.82	19,838.64
Long Overhaul	47,337.80	C-Yd.Sta.	0.30	0.28	13,265.98	14,201.34
Finish R.B. & Slopes	4.50	Mile	1,000.00	893.83	4,022.24	4,500.00
Rounding Cutbanks	16,900	Lin.Ft.	0.15	0.11	1,798.23	2,535.00
12" Corr. Metal Pipe	430	Lin.Ft.	3.25	3.32	1,425.60	1,397.50
18" Corr. Metal Pipe	1,186	Lin.Ft.	4.85	4.78	5,672.08	5,752.10
24" Corr. Metal Pipe	338	Lin.Ft.	7.00	7.38	2,495.96	2,366.00
24" Corr. Metal Pipe, 12 ga.	162	Lin.Ft.	9.00	8.43	1,365.74	1,458.00
30" Corr. Metal Pipe	216	Lin.Ft.	8.60	8.00	1,728.53	1,857.60
36" Corr. Metal Pipe	484	Lin.Ft.	13.00	12.80	6,197.49	6,292.00
36" Corr. Metal Pipe, 8 ga.	270	Lin.Ft.	18.00	19.26	5,199.64	4,860.00
84" Corr. Metal Pipe	236	Lin.Ft.	47.00	46.53	10,980.97	11,092.00
43" Arch Corr. Metal Pipe	212	Lin.Ft.	13.60	13.63	2,890.44	2,883.20
8" Sewer Pipe	142	Lin.Ft.	2.50	2.21	313.41	355.00
Drop Manholes	1	Each	700.00	582.79	582.79	700.00
Adj. Manholes	3	Each	500.00	406.38	1,219.15	1,500.00
Metal Guard Rail	9,073	Lin.Ft.	2.30	2.28	20,686.44	20,867.90
W-2 Guide Post	225	Each	5.50	5.50	1,237.50	1,237.50
Coarse Cr. Mat'l	84,948	Ton	1.43	1.43	121,475.64	121,475.64
3/4"-0 Mat'l in Base	10,820	Ton	1.52	1.52	16,446.40	16,446.40

Final Cost Analysis - Contract 5730
Cummings Pass-Fossil Section

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
Sprinkling	4,813	M-Gal.	2.00	1.95	9,395.56	9,626.00
Preparation of Base	4.50	Mile	150.00	150.00	675.00	675.00
3/4"-0 in Binder	560	Cu.Yd.	3.10	3.10	1,736.00	1,736.00
Furnish & Place Aggregate	3,615	Cu.Yd.	3.10	3.10	11,206.50	11,206.50
MC-2 Asphalt	87.39	Ton	46.00	46.00	4,019.94	4,019.94
120-150 Asphalt	256.76	Ton	43.00	43.00	11,040.68	11,040.68
RS-1 Asphalt	68.72	Ton	45.00	45.00	3,092.40	3,092.40
Extra for Oiling Approaches	40	Each	25.00	25.00	1,000.00	1,000.00
42" Half Round Pipe	380	Lin. Ft.	11.10	9.97	3,789.01	4,218.00
Loose Riprap	979.03	Cu.Yd.	3.15	2.86	2,803.60	3,083.94
6" Perf.Corr.Mtl.Pipe	310	Lin. Ft.	1.80	1.78	550.48	558.00
Backfill in Drains	116.81	Cu.Yd.	4.50	4.13	482.47	525.65
1/4"-10 Aggregate in Pile	367.90	Cu.Yd.	1.75	1.75	643.83	643.83
1/2"-1/4" Aggregate in Pile	585.50	Cu.Yd.	1.75	1.75	1,024.63	1,024.63
3/4"-1/2" Aggregate in Pile	315.30	Cu.Yd.	1.75	1.75	551.78	551.78
Liquidated Damages	5	Day	160.00			-800.00
EW-1 Flagging					1,113.83	722.97
EW-3 Reconstruct Spring					4,044.02	4,650.64
EW-4 Water Line					1,020.36	1,173.42
EW-5 Maintain Traffic					1,193.80	1,372.88
EW-6 Rock Overlay					9,884.51	11,367.19
					464,978.46	470,389.93

Total Revenue	$ 470,389.93
Total Cost	464,978.46
Net Profit	$ 5,411.47

Net Profit equals 1.15% of Gross Revenue

DETAIL OF COST - Contract No. 5730

Labor:		
Labor (All)	$ 82, 397. 49	
Labor Insurance	7, 366. 34	
Welfare and Pension	3, 976. 20	$ 93, 740. 03
Materials:		
Culvert Pipe	35, 517. 59	35, 517. 59
Equipment Rental and Miscellaneous Expense:		
Equipment Rental, Owned	101, 604. 19	
Equipment Rental, Hired with Operator	3, 121. 00	
Gas and Oil	12, 848. 88	
P. U. C.	670. 00	
Bond	1, 969. 85	
Explosives	1, 981. 42	
P. L. and P. D. Insurance	750. 00	
Home Office and General Overhead	9, 360. 20	
Small Tools and Miscellaneous Supplies	4, 831. 00	137, 136. 54
Subcontractors:		
Denton & Son	21, 923. 94	
McNutt & Son	153, 809. 49	
J. C. Compton Co.	22, 850. 87	199, 492. 43
	TOTAL COST	$ 464, 978. 46

Remarks - Contract No. 5730

Bids were received for this project June 1, 1960, the contract accepted June 2, 1960 subject to certain conditions, and the award was made June 30, 1960.

Grading operations began August 25, 1960 and were completed April 14, 1961 except for som minor dressing and clean up.

Subcontractor McNutt & Sons moved in a crushing plant and began crushing February 1, 1961. On May 19, 1961 they moved the crusher to Clear Lake and did not get back and operating until July 12, 1961. Crushing was completed August 4, 1961. Due to strike conditions, the oiling contractor, J.C. Compton, was unable to come in, so McNutt & Sons processed the binder course for them August 4, 1961.

J.C. Compton began shooting the 0-11 September 5, 1961 and completed September 19, 1961. McNutt & Sons returned September 1, 1961 to rescreen the 1-1/4"-3/4" material to bring it into specification for laying.

Denton & Sons began installing guard rail and sight posts September 22, 1961 and completed October 1, 1961. The job was accepted October 2, 1961.

Difficulty was encountered with wet weather causing slides and soft spots but the small profit of 1.15% on the gross revenue is attributed to bidding too close.

M.N. Juve
Chief Cost Analyst

By

Arthur Bollinger

December 20, 1961

FINAL COST ANALYSIS

Cummings Pass-Fossil
Contract No. 5730

Subcontractor: McNutt & Sons
Resident Engineer: Keats Oliver

John Day Highway
Wheeler County

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
Coarse Cr. Base	84,948	Ton	1.43	1.47	125,160.67	121,475.64
3/4"-0 Mat'l in Base	10,820	Ton	1.52	1.47	15,941.98	16,446.40
3/4"-0 in Binder	560	Cu. Yd.	1.50	1.91	1,072.62	815.50
Furnish Aggregates	3,615	Cu. Yd.	1.50	1.91	6,924.15	5,422.50
1/4"-#10 Aggregate in Pile	367.90	Cu. Yd.	1.75	1.91	704.67	643.83
1/2"-1/4" Aggregate in Pile	585.50	Cu. Yd.	1.75	1.91	1,121.46	1,024.63
3/4"-1/2" Aggregate in Pile	315.30	Cu. Yd.	1.75	1.91	603.92	551.78
Sprinkling	1,708	M-Gal.	2.00	1.89	3,228.12	3,416.00
Flagging					85.09	48.93
Placing Binder for Compton					3,964.28	3,964.28
					158,806.96	153,809.49

Gross Revenue	$ 153,809.49
Total Cost	158,806.96
Net Loss	$ 4,997.47

Net Loss equals 3.25% of Gross Revenue

DETAIL OF COST - Contract No. 5730

Labor:		
Labor (All)	$ 69,797.11	
Labor Insurance	5,793.16	
Welfare and Pension	3,978.44	$ 79,568.71
Equipment Rental and Miscellaneous Supplies:		
Equipment Rental, Owned	62,470.11	
Gas and Oil	4,185.31	
Bond	817.50	
Drill Steel	130.00	
Explosives	482.95	
Home Office and General Overhead	6,152.38	
Small Tolls and Miscellaneous Expense	5,000.00	79,238.25
	TOTAL COST	$ 158,806.96

Remarks - Contract No. 5730

McNutt & Sons were subcontractors on this project for the crushing of base materials and oiling aggregates. The three sizes of aggregate in stockpile were on price agreement and the binder processing was done for J.C. Compton on equipment and labor cost arrangement.

The move-in cost was excessive due to a large amount of repair while setting up and before production, while building a haul road and shooting a start in the quarry.

The 1st of May hauling and processing of base material was halted due to moisture. The crusher continued to operate but the rest of the equipment was moved to Sumpter to finish rock laying there.

May 19th, just before completion of crushing operations, the plant was moved to Clear Lake and did not return until July 12, 1961. Balance of rock and processing was completed August 3rd. J.C. Compton, being under strike conditions had McNutt & Sons shoot the binder which was completed August 4, 1961. On September 1st it was necessary for McNutt & Sons to move screening equipment back to rescreen the 1-1/4"-3/4" oiling aggregate which was finished September 5, 1961.

A small saving could possibly have resulted had a different handling inthe quarry been used. Crusher feeding cost seems a little out of balance to that normally expected.

The 3.25% loss suffered on this operation is attributed to high move-in costs, moving out and then back, rescreening aggregate, heavy crusher feeding costs, and medium heavy break downs, conditions not reflected in average operations.

M.N. Juve
Chief Cost Analyst

By

Arthur Bollinger

November 30, 1961

FINAL COST ANALYSIS

Subcontractor: J.C. Compton
Resident Engineer: Keats Oliver

Cummings Pass-Fossil Section
Contract No. 5730

John Day Highway
Wheeler County

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
Preparation of Base	4.50	Mile	150.00	126.06	567.27	675.00
3/4"-0 Mat'l in Binder	7.73	Cu.Yd.	1.60	1.42	10.98	12.37
Haul & Place Aggregate	3,615	Cu.Yd.	1.60	1.57	5,671.98	5,784.00
MC-2 Asphalt	1.21	Ton	46.00	42.34	51.23	55.66
120-150 Asphalt	256.76	Ton	43.00	41.84	10,742.18	11,040.68
RS-1 Asphalt	68.72	Ton	45.00	43.86	3,013.81	3,092.40
Oiling Approaches	40	Each	25.00	24.34	973.22	1,000.00
Sprinkling	80	M-Gal.	Labor & Rent	1.72	137.41)	1,045.54
Load-Haul-Place Shoulder	688.75	Ton	Labor & Rent	1.16	802.01)	
Flagging					281.03	145.22
					22,251.12	22,850.87

Gross Revenue	$ 22,850.87
Total Cost	22,251.12
Net Profit	$ 599.75

Net Profit equals 2.6% of Gross Revenue

DETAIL OF COST - Contract No. 5730
Subcontractor: J.C. Compton

Labor:		
Labor (All)	$ 4,546.09	
Labor Insurance	380.14	
Welfare	253.79	
Travel Pay	568.50	$ 5,748.52
Materials:		
MC-2 Asphalt	31.76	
120-150 Asphalt	6,162.24	
RS-1 Asphalt	1,772.98	
Freight on Asphalt	3,104.96	11,071.94
Equipment Rental and Miscellaneous Expense:		
Equipment Rental, Owned	3,244.21	
Equipment Rental, Hired	157.80	
Gas and Oil	520.37	
Bond	163.45	
Home Office and General Overhead	750.00	
P.U.C. and P.L. - P.D. Insurance	299.01	
Small Tools and Miscellaneous Supplies	295.82	5,430.66
	TOTAL COST	$ 22,251.12

Remarks - Contract No. 5730

J.C. Compton Company had the subcontract to lay the 0-11 oil mat on the Cummings Pass-Fossil Section of the John Day Highway in Wheeler County.

Equipment was moved in and operations begun, with the oiling of approaches and connections, September 5, 1961 and completed September 19, 1961. The binder shot was placed by McNutt & Sons August 4, 1961 for J.C. Compton while the later was down due to strike conditions.

This job fell in the area of maximum travel pay for employes, and coupled with moving costs for a short job and close bidding, a small profit of only 2.6% on the gross revenue was realized.

M.N. Juve
Chief Cost Analyst

By

Arthur Bollinger

RECEIVED
DEC 7 1961
FOR FILING

F 41 (2)
5730

December 7, 1961

St. Paul Fire & Marine Ins. Co.,
Pacific Department
200 Mills Bldg.,
220 Montgomery St.,
San Francisco 6, California

Gentlemen:

State Highway contract #5730 for grading-oiling the Cummings Pass-Fossil Section of the John Day Highway in Wheeler County was completed by the contractor, Durbin Bros., on October 2, 1961, but has not as yet been accepted by the Commission.

Final payment in the amount of $15,723.07 will be released to the contractor after acceptance by the Commission. The total contract amount is $470,389.93, of which amount $19,287.10 represents force account items.

The State is not aware of any unpaid claims for labor or materials and assumes no responsibility for such claims should there be any.

This notice is sent as your company appears as surety on the performance bond furnished by the contractor on this project.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: St. Paul Fire & Marine Ins. Co.,
Tromp & McKinley Agency
260 11th Avenue East
Eugene, Oregon

cc: Durbin Bros.,
Route 5, Box 490
Eugene
Oregon

Form E-1—(Rev.)—

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending October 14, 1961

Section Cummings Pass - Fossil

Kind of work Grading and Ciling

Highway John Day County Wheeler

Section prefix 35-1024

Contractor Durbin Brothers

Contract number 5730

Date of contract June 30, 1960

Specified work days 175

Date work started August 17, 1960

Work days used 180

Project authorization $509,392.69

Exclusive of engineering $473,169.21

Per cent of time elapsed 102.86 %

Estimated cost of completed project, exclusive of engineering $479,101.99

Estimated per cent overrun or underrun +2.89 %

Per cent of contract completed, based on estimated cost 100 %

Engineering authorization $36,223.48

Engineering cost to date $44,875, 123.88 %

Date project was completed October 2, 1961

ESTIMATED PER CENT COMPLETE

CLEARING	DRAINAGE	GRADING	STRUCTURES	BASE	OIL AND/OR PAVE.	MAT'L PROD.
100%	100%	100%		100%	100%	

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, etc.:

Party running third order levels, 60% done, will complete next week.

Semi-final estimate ready to send in except for small amount of typing, will send in next Monday.

FINAL REPORT

CON... ...VISION
RE...
OCT 16 1961
NOTED
CE AE ACE CDE

NOTED

Noted
M. N. Juve

Signed Keats Oliver

Address Keats Oliver, Box 311, Condon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	4.50	4.50		4.50	
Miles partially completed					
Miles completed	4.50	4.50		4.50	
Total estimated quantities (contract)	631,800 CY	83,500 Ton		390 Ton	
Total quantities corrected to date	575,786	95,768		413	
Estimated quantities moved or placed to date	575,786	95,768		413	
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Men

Supervision

Men and trucks under 3 tons

Men and trucks over 3 tons

Men and tractors

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Compaction rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

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OCT 10 1961
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F-41(2)

5730

October 9, 1961

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on October 2, 1961, on Contract No. 5730, Cummings Pass-Fossil Section, in Wheeler County, in connection with Federal Aid Project No. F-41(2).

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

DBP:jb

cc: H. S. Cox

RECEIVED
MAY 17 1961
FOR FILING

F-41(2)

5730

408 State Highway Building
Salem, Oregon

May 16, 1961

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Attention: Mr. D. B. Parkes

C. G. Polk, Division Engineer
Salem, Oregon

08-35.4-DA

Oregon Project F-41(2), Cummings Pass-Fossil Section of John Day Highway - State Force Order No. 6, Seeding and Mulching
Estimated Amount of Order - $2,100 Federal Participation - $1,260

Reference is made to your letter dated May 11, 1961 concerning subject order.

We are approving the use of State Forces as being in the public interest in accordance with PPM 21-6.3 for the following reasons:

1. The contractor is neither properly equipped nor staffed to perform the work contemplated under the order.

2. The State has trained men and specialized equipment to perform the work most economically.

3. The amount of the work is too small to warrant a separate contract.

Reimbursement will be made on an actual cost basis.

Porter

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MAY 11 1961
FOR FILING

F-41(2)

5730

May 11, 1961

Mr. G. G. Folk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for State Force Work No. 6, Account No. 224-238, covering seeding and mulching on the Cummings Pass-Fossil Section of the John Day Highway in Wheeler County, Contract No. 5730, in connection with Federal Aid Project No. F-41(2).

This work is necessary to control erosion on cut and fill slopes. The contractor is not equipped to do this work. The State has the necessary special equipment to do the work more economically than by separate contract.

Your approval of this order on actual cost basis under the provisions of PPM 21-6.3 is requested.

The total estimated amount of the order is $2,100, with Federal participation of $1,260.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

DBP:lt

Enc.

RECEIVED
MAR 7 1961

FOR FILING
F.41(2)

5730

March 6, 1961

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 6 covering slide correction on the Cummings Pass-Fossil Section of the John Day Highway in Wheeler County, Contract No. 5730, in connection with Federal Aid Project No. F-41(2).

It is necessary to correct two slide areas. One is between Stations 330 and 334 on the left, the second between Stations 392 and 402 on the right.

Attached are copies of the Resident Engineer's letter which analyses the problems of each area. The solutions proposed have been approved. The work has also been verbally recommended for approval by the BPR Area Engineer.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

DBP:sw

Encl.

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NOV 21 1960

FOR FILE
F-41(2)
573

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Attention: Mr. R. L. Porter

November 17, 1960

C. G. Polk, Division Engineer
Salem, Oregon

By: D. M. Emrich
District Engineer

Utility adjustment
Pacific Power & Light Co.
Cummings Pass-Fossil section
John Day Highway
Project F-41(2)

We hereby approve the agreement evidenced by the exchange of letters between the State and the utility company dated May 23, 1960, and November 16, 1960, regarding the subject adjustment.

Authorization to proceed with the work is granted as of November 16, 1960. Approval is subject to the provisions of PPM 30-4.

Porter

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NOV 17 1960
FOR FILING

F-41(2)

5730

November 16, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Cummings Pass-Fossil Section
John Day Highway
Wheeler County
Project No. F-41(2)

Dear Sir:

Herewith are the following data covering adjustment of the Pacific Power & Light Company facilities in connection with construction on the subject project:

1. Two copies of Assistant Counsel's letter which establishes the obligation of the State to reimburse the Company.
2. Two copies each of the Company's estimate for adjusting transmission and distribution lines.
3. Two copies of sketches showing adjustments of the above lines.

Your approval of the agreement between the State and Company and authorization to proceed with the work as of this date under the provisions of PPM 30-4 are requested.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

DBP:bb

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NOV 15 1960
FOR FILING
F-41(2)

5730

October 28, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 3 covering the restoration of a spring on the Cummings Pass-Fossil Section of the John Day Highway in Wheeler County, Contract No. 5730, in connection with Federal Aid Project No. F-41(2).

The restoration of this spring is necessary to provide water for stock. This is also required by the R/W file 30855. Two copies of the sketch covering the remedial work in slide area and the spring are attached. No additional or special benefit to the land owner will accrue because of this order.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

DBP:cr
Encl.

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F 41(2)

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

October 26, 1960

Attention: Mr. R. L. Porter

5730

C. G. Polk, Division Engineer
Salem, Oregon

By: D. M. Emrich
District Engineer

Utility adjustment
City of Fossil
Cummings Pass-Fossil section
John Day Highway
Project F-41(2)

We hereby approve the agreement dated June 1, 1960, between the State and the City of Fossil, and specifically the water facilities adjustment proposal submitted with your letter of October 25, 1960. Accomplishment of this adjustment by contract is approved.

Authorization to proceed with the work is granted as of October 25, 1960. Approval is subject to the provisions of PPM 30-4.

Porter

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OCT 26 1960
FOR FILING

F-41 (2)

5730

October 25, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Re Cummings Pass-Fossil Section
John Day Highway
Wheeler County
Project No. F-41(2)
Contract No. 5730

Dear Sir:

Herewith are the following data covering the adjustment of the City of Fossil water facilities in connection with construction of the subject project:

1. Two copies of the agreement between the State and City for the construction of the project.

2. Two copies of the estimate for the work prepared by Jamieson & Marshall.

3. Two copies of the sketch showing the work to be done.

The City of Fossil is not equipped to do this work. The firm of Jamieson & Marshall, Condon, are regularly employed by the City of Fossil for work on the water system. This firm is approved by the State as contractors on this work.

Your approval of the agreement and authorization to proceed with the work as of this date, by contract under the provisions of PPM 30-4 are requested.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

Encl.

DBP:cr

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F-41 (2)

5730

October 14, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 4 covering the reconstruction of a domestic water supply on the Cummings Pass-Fossil Section of the John Day Highway in Wheeler County, Contract No. 5730, in connection with Federal Aid Project No. F-41(2).

The domestic water supply of Floyd S. Johnson, File No. 30859, will be disturbed by construction. It is necessary, therefore, to reconstruct the system where it crosses the highway. The line is to be placed in a conduit for future servicing.

This work has been verbally approved by the BPR Area Engineer.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

DBP:jo
Enc.

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OCT 13 1960
FOR FILING
F-41(2)

5730

October 13, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 5 covering maintenance of traffic through slide area on the Cummings Pass-Fossil Section of the John Day Highway in Wheeler County, Contract No. 5730, in connection with Federal Aid Project No. F-41(2).

This work is necessary to keep the road open for traffic. Portions of the existing highway are sliding into the cut, Stations 330+50 to 333+00. Frequent work is necessary to keep the road open and safe for traffic. Due to the necessity of keeping traffic moving, some maintenance work has been done.

This work has been verbally approved by the BPR Area Engineer.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

DBP:sw

Enc.

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FOR FILING

F 41(2)

5730

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon   Attention: Mr. R. L. Porter

August 31, 1960

C. G. Polk, Division Engineer
Salem, Oregon   By:
D. N. Emrich
District Engineer

Utility adjustment
Fossil Community TV Inc.
Cummings Pass-Fossil Section
John Day Highway
Project F-41(2)

Reference is made to your letter of August 31, 1960, and to our letter of August 23, 1960.

We hereby approve the agreement between the State and the utility company for the reimbursement for the referenced utility adjustment in the lump sum amount of $519.38.

Porter

RECEIVED
AUG 31 1960
FOR FILING
F-41(2)
5730

August 31, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Cummings Pass-Fossil Section
John Day Highway
Wheeler County
Project No. F-41(2)

Dear Sir:

We are submitting herewith two copies of the letter from the Fossil Community TV Inc., requesting a lump sum payment in the amount of $519.38 for adjusting its facilities on the subject project and two copies of the letter from the Construction Division in approval of the estimate.

Review has been made of the estimate by the Utilities' Engineer and it is considered reasonable and is satisfactory for lump sum adjustment.

Your approval of lump sum payment to the Utility under the provisions of PPM 30-4 is requested.

Very truly yours,

W. C. Williams
State Highway Engineer

By

J. A. Hardie
Assistant Office Engineer

DBP:bb

RECEIVED
AUG 31 1960
FOR FILING

F-41(2)

5730

August 30, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 2 covering directional signing on the Cummings Pass-Fossil Section of the John Day Highway in Wheeler County, Contract No. 5730, in connection with Federal Aid Project No. F-41(2).

This work is necessary for the direction and guidance of traffic. It does not include warning signs, lights and barricades required of the contractor for the safety of traffic and workmen. It is included in the Special Provisions of the contract as "extra work" and funds were included in the Project Authorization.

Very truly yours,

W. C. Williams
State Highway Engineer

By

J. A. Hardie
Assistant Office Engineer

DBP:bb
Encs.

RECEIVED
AUG 26 1960
FOR FILING

F-41(2)

5730

August 26, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 1 covering the State's share of flagging costs on the Cummings Pass-Fossil Section of the John Day Highway in Wheeler County, Contract No. 5730, in connection with Federal Aid Project No. F-41(2).

Very truly yours,

W. C. Williams
State Highway Engineer

By

J. A. Hardie
Assistant Office Engineer

DBP:cr
Enclosures

WALTER J. DURBIN, PH. DI 5-3029
HOWARD DURBIN, PH. DI [illegible]-4110

OFFICE PH. DI 4-1153

CLARENCE DURBIN, PH. DI 4-7192
WALLACE DURBIN, PH. DI 4-5147

DURBIN BROS. CONSTRUCTION CO.

4110 West 11th
Route 5 Box 490
EUGENE, OREGON

RECEIVED
[illegible] 1960
FOR FILING

7-41 (2)

5730

REFERRED TO
Cooper
State Highway Engineer

August 24, 1960

Keats Oliver, Resident Engineer
Oregon State Highway Department
P. O. Box 311
Condon, Oregon

Gentlemen: **Cummings Pass-Fossil Section**

We are writing to protest the workdays charged for the week from August 14 to August 20, 1960, due to the fact we have received only a partial pipe list and have not received required dementions for Items 19 and 20.

Very truly yours,

Durbin Bros.

Wallace R. Durbin

Wallace R. Durbin
Partner

WRD:mf

cc: Oregon State Highway Department
La Grande, Oregon

Oregon State Highway Department
Salem, Oregon

RECEIVED
AUG 25 1960
OREGON
STATE HIGHWAY COMMISSION

NOTED

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OFFICE OF
STATE HIGHWAY ENGINEER

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F-41 (2)

5730

August 23, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was started on August 17, 1960, on Contract No. 5730, Cummings Pass-Fossil Section, in Wheeler County, in connection with Federal Aid Project No. F-41(2).

Very truly yours,

W. C. Williams
State Highway Engineer

By

J. A. Hardie
Assistant Office Engineer

DBP:sw

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F-41 (2)
5730

Mr. W. C. Williams, State Highway Engineer
Salem, Oregon

August 23, 1960

Attention: Mr. R. L. Porter

C. G. Polk, Division Engineer
Salem, Oregon

By: D. M. Emrich
Acting Division Engineer

08-35.5

Utility Adjustment - Fossil TV Company
Cummings Pass-Fossil Section - John Day Highway
Oregon Project F-41(2)

Reference is made to your letter of August 17, 1960.

We hereby approve the agreement evidenced by the exchange of letters between the State and the utility company dated May 18, 1960 and August 13, 1960 regarding the referenced adjustment.

If reimbursement is desired on a lump-sum basis, an agreement to this effect should be made between the State and the utility and submitted to us for approval as required by paragraph 7 e.(3) of PPM 30-4. Please indicate on your transmittal letter that the estimate of costs has been reviewed and is considered reasonable.

Authorization to proceed with the work is granted as of August 17, 1960. Approval is subject to the provisions of PPM 30-4.

Porter

NOTED

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FOR FILING

F-41(2)

5730

August 18, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Fossil Community TV Inc. Facilities
Cummings Pass-Fossil Section
John Day Highway
Wheeler County Project F-41(2)

Dear Sir:

Reference is made to our letter of August 17, 1960, submitting data in connection with utility adjustments of the subject company.

It is requested that payment for the adjustments be approved on a lump sum basis. The total amount of the estimate is $519.38.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

DBP:jb

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AUG 18 1960
FOR FILING

F-41 (2)

5730

August 17, 1960

Mr. C. C. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Re Cummings Pass-Fossil Section
John Day Highway
Wheeler County
Project No. F-41(2)

Dear Sir:

Herewith are the following data in connection with adjusting the facilities of the Fossil Community TV, Inc., on the subject project:

1. Two copies of Assistant Counsel's letter which establishes the obligation of the State to reimburse the Company.

2. Two copies of the Company's estimate for the work.

3. Two copies of construction plan sheets on which the Company has shown the proposed revisions of it's facilities.

Your approval of the agreement between the State and Fossil Community TV, Inc., and authorization to proceed with the work as of this date under the provisions of PPM 30-4 are requested.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

Encl.

DBP:cr

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AUG 15 1960
FOR FILING

7-41 (2)

5730

B

August 11, 1960

Durbin Bros.,
Route 5, Box 490
Eugene
Oregon

Gentlemen:

Enclosed is your fully executed copy of contract #5730 for grading-oiling the Cummings Pass-Fossil Section of the John Day Highway in Wheeler County.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

ds

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1960
FOR FILING
F-41 (2)
5730

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

August 9, 1960

Attention: Mr. R. L. Porter

C. G. Polk, Division Engineer
Salem, Oregon

Utility adjustment
Fossil Telephone Company
Cummings Pass-Fossil Section
John Day Highway
Wheeler County
Project No. F-41(2)

Reference is made to your letter of August 9, 1960.

We hereby approve the agreement evidenced by the exchange of letters between the State and the utility company dated May 25, 1960, and July 16, 1960, regarding the adjustment of facilities of the referenced utility company.

Authorization to proceed with the work is granted as of August 9, 1960. Approval is subject to the provisions of PPM 30-4.

Porter

NOTED
FORREST COOPER

RECEIVED

FOR FILING
F-41 (2)
5730

7

WALTER J. DURBIN, PH. DI 5-3029
HOWARD DURBIN, PH. DI 5-4110

OFFICE PH. DI 4-1153

CLARENCE DURBIN, PH. DI 4-7192
WALLACE DURBIN, PH. DI 4-5147

DURBIN BROS. CONSTRUCTION CO.

4110 West 11th
Route 5 Box 490
EUGENE, OREGON

August 9, 1960

Keats Oliver, Resident Engineer
Oregon State Highway Department
P. O. Box 311
Condon, Oregon

Gentlemen: Cummings Pass-Fossil Section

We have received a partial pipe list as of this date for the State Highway Contract #5730 in Wheeler County.

However the pipe list is not complete and our supplier has advised us that delivery on the larger sized pipe will not be prompt.

Therefore we wish to furthur protest the workdays charged for the week from July 31 to August 6, 1960.

Very truly yours,

Durbin Bros.

Edw /

Wallace R Durbin
Wallace R. Durbin
Partner

WRD:mf

cc: Oregon State Highway Department
La Grande, Oregon

Oregon State Highway Department
Salem, Oregon

NOTED
[illegible] COOPER

RECEIVED
AUG 11 1960
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
[illegible] 1960
[illegible]
[illegible] ENGINEER

RECEIVED
AUG 9 - 1960
FOR FILING

F. 41(2)

5730

A

August 9, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Re: Cummings Pass-Fossil Section
John Day Highway
Wheeler County
Project No. F-41(2)

Dear Sir:

Herewith are the following data in connection with adjusting the facilities of the Fossil Telephone Company on the above project:

1. Two copies of assistant counsel's letter which establishes the obligation of the State to reimburse the Company for certain portions of the work.

2. Two copies of the Company's estimate for adjusting its facilities.

3. Two copies of the sketch prepared by the Company covering the line adjustments.

Your approval of the agreement between the State and Company, with reimbursement to be made on lump-sum basis, and authorization to proceed with the work as of this date are requested.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

Enc.

DBP:sw

RECEIVED
1960
FOR FILING
F-41(2)
5730

A

August 3, 1960

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Attention: Mr. R. L. Porter

C. G. Polk, Division Engineer
Salem, Oregon

Utility adjustment
Pacific Telephone and Telegraph Co.
Cummings Pass-Fossil Section
John Day Highway
Wheeler County
Project No. F-41(2)
Contract No. 5730

Reference is made to your letter of July 27, 1960.

We hereby approve the agreement evidenced by the exchange of letters between the State and the utility company dated May 25, 1960, and July 21, 1960, regarding the adjustment of facilities of the referenced utility company.

Authorization to proceed with the work is granted as of July 27, 1960. Approval is subject to the provisions of PPM 30-4.

Porter

NOTED
[illegible]

A

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AUG 3 - 1960
FOR FILING
T 111 (2)
5730

FORM E-129

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

August 3, 1960

Durbin Bros.,
Route 5, Box 490
Eugene
Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission:

Contract #5730, awarded June 30, 1960, for grading-oiling the Cummings Pass-Fossil Section of the John Day Highway in Wheeler County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

de
Encl.

A

RECEIVED
JUL 28 1960
FOR FILING
F-41(2)
5730

July 27, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Re Cummings Pass-Fossil Section
John Day Highway
Wheeler County
Project No. F-41(2)
Contract No. 5730

Dear Sir:

Herewith are the following data in connection with adjusting the lines of the Pacific Telephone and Telegraph Company on the subject project:

1. Two copies of Assistant Counsel's letter which establishes the obligation of the State to reimburse the company for moving certain portions of its line.

2. Two copies of the company's estimate for moving the portion of its lines on private property

3. Two copies of the sketch prepared by the company covering the work to be done.

The amount of the estimate is less than $2,500 and the company proposes to bill on lump sum basis.

Approximately 11% of the work consisting of blasting the holes for poles and anchors will be done under continuing contract by one of the contractors previously approved by the B.P.R.

Your approval of the agreement between the State and company and authorization to proceed with the work as of this date under the provisions of PPM 30-4 are requested.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

DBP:cr
Encl.

A

RECEIVED
JUL [illegible] 1960
FOR FILING

F-41(2)

5730

Salem, Oregon
July 18, 1960

Survey Resolution No. 208-a

Frank McKinney
R. L. Porter
H. B. Simpson

Enclosed for your records is a copy of Survey Resolution No. 208-a, adopted by the Oregon State Highway Commission on June 2, 1960, which declares the Cummings Pass-Fossil Section of the John Day Highway a throughway.

Floyd Query,
Secretary

Encl.
rj

RECEIVED
JUL 18 1960
FOR FILING

F 11(2)

[illegible]

A

July 18, 1960

Mr. Norman O. Nilsen, Commissioner
Bureau of Labor
325 State Office Building
Salem, Oregon

Dear Mr. Nilsen:

Enclosed for your records is a certified copy of Survey Resolution No. 208-a, adopted by the Oregon State Highway Commission on June 2, 1960.

This resolution designates the Cummings Pass-Fossil Section of the John Day Highway as a throughway.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

Encl.
rj

RECEIVED
JUL 18 1960

FOR FILING

F 111 (2)

5720

A

July 18, 1960

Mr. Jonel C. Hill
Public Utility Commissioner of Oregon
200 Public Service Building
Salem, Oregon

Dear Mr. Hill:

Enclosed for your records is a certified copy of Survey Resolution No. 208-a, adopted by the Oregon State Highway Commission on June 2, 1960.

This resolution designates the Cummings Pass-Fossil Section of the John Day Highway as a throughway.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

Encl.
r:

A

RECEIVED
JUL [illegible] 1960
FOR FILING

F 4 (2)

5730

July 18, 1960

Mr. C. G. Polk, Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Mr. Polk:

Enclosed for your records is a certified copy of Survey Resolution No. 208-a, adopted by the Oregon State Highway Commission on June 2, 1960.

This resolution designates the Cummings Pass-Fossil Section of the John Day Highway as a throughway.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

Encl.
rj

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JUL [illegible] 1960

FOR FILING

T 11(2)

5 1[illegible]

A

July 18, 1960

Mr. H. G. Maison, Superintendent
Department of State Police
107 Public Service Building
Salem, Oregon

Dear Mr. Maison:

Enclosed for your records is a certified copy of Survey Resolution No. 208-a, adopted by the Oregon State Highway Commission on June 2, 1960.

This resolution designates the Cummings Pass-Fossil Section of the John Day Highway as a throughway.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

Encl.
rj

R

RECEIVED
JUN 30 1960
FOR FILING

F-41(2)

5730

June 30, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Your concurrence as of today is requested in the award of contract for grading and oiling on the Cummings Pass-Fossil Section of the John Day Highway in Wheeler County, Project No. F-41(2), to Durbin Bros. on the basis of the bid of $442,463.50 submitted on June 1, 1960.

All rights of entry required for this contract are acquired.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

RLP:sw

RECEIVED
JUL -5 1960
FOR FILING

F-41(2)

5730

When replying, refer to
08-35.1

408 State Highway Building
Salem, Oregon

June 30, 1960

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Dear Sir:

As requested in your letter of today advising that all rights-of-entry have been acquired for Oregon Project F-41(2), Cummings Pass-Fossil Section of the John Day Highway, we hereby concur, as of this date, in award of Contract No., 5730 to Durbin Bros., of Eugene, Oregon, on the basis of their bid of $442,463.50 submitted at the June 1, 1960 bid opening.

Very truly yours,

C. G. Polk
Division Engineer

Porter

NOTED

RECEIVED
JUN [illegible] 1960

FOR FILING
S 41(2)
5730

MISC. CONTRACTS and
AGREEMENTS No. 2233

Salem, Oregon
June 3, 1960

Throughway Agreement
Cummings Pass-Fossil Section
John Day Highway
City of Fossil

Mr. C. G. Swenson
Engineer City & County Relations
Office

823

Attention: Mr. John D. Graham
County & City Relations Office Engineer

Attached is a conformed copy of a throughway agreement with the City of Fossil covering the Cummings Pass-Fossil Section of the John Day Highway in Wheeler County.

A fully executed copy of the above agreement has been retained in this office for the Commission's files and one fully executed copy has been sent to the City Recorder, Fossil, Oregon.

Secretary

rn
Attach: 1

FORM E-90X 80M 7-59 22125

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 19, 1960

SUBJECT: Throughway Agreement
Cummings Pass-Fossil Section
John Day Highway
City of Fossil

To: Mr. P. M. Stephenson
OFFICE

Attached are three copies of an agreement covering the subject project. Two copies have been signed by the city and are now ready for signature by the Highway Commission. Both copies require your signature of approval.

The project was approved 1/28/60.

John D Graham
John D. Graham
County & City Relations Office Engineer

JDG:mm
Att.

[illegible]
DATE 1-28-60 Min Page 36
Lloyd Query

FORM E-30 25M 9-51 82315

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 18, 1960

SUBJECT:

To:

Mr. G. S. Paxson
Assistant State Highway Engineer

Cooperative Construction
Agreement
Cummings Pass-Fossil Section
John Day Highway
City of Fossil

OFFICE

Attached please find six copies of the above captioned agreement requested by your department. The agreement has been prepared pursuant to the throughway law since it is planned to to have this section of highway adopted as a throughway. Because of this, the resolutionsrequested by your letter will not be necessary.

You will note that only two of the copies have the exhibit attached, therefore it will be necessary for you to supply exhibits for the remaining four copies. John Graham has two copies of this agreement. Extra copies of the agreement are available in this office.

Leonard W. Pearlman
LEONARD W. PEARLMAN

LWP:ab
Attachments
cc: George Rohde
F. McKinney

RECEIVED
MAY 18 1960
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JUN - 3 1960
FOR FILING
S-41(2)
5730

June 3, 1960

Margaret Dukek, City Recorder
City Hall
Fossil, Oregon

Dear Madam:

We are enclosing for the records and files of the City of Fossil a fully executed copy of an agreement between the State Highway Commission and the City of Fossil covering the Cummings Pass-Fossil Section of the John Day Highway in Wheeler County.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

rn
Enc.

RECEIVED
JUN - 3 1960
FOR FILING

S-41(2)

5730

F-41(3)

When replying, refer to
08-35.5

408 State Highway Building
Salem, Oregon

June 1, 1960

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Dear Sir:

Attached are two copies of a proposed project agreement and one copy of approved detail estimate for the following project:

F-41(3) Cummings Pass-Fossil Section

If the project agreement is satisfactory, it should be signed and returned to this office.

Very truly yours,

C. G. Polk
Division Engineer

By: E. H. Cowan
Acting Division Engineer

Encls.

RECEIVED
MAY 26 1960
FOR FILING
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5730

May 26, 1960

Oregon State Highway Commission

Gentlemen:

At the March 10-11 meeting, the Commission adopted a Survey Resolution No. 208 on the Cummings Pass-Fossil Section of the John Day Highway in Wheeler County.

In order to avoid some possible legal entanglements, it will be necessary to amend this resolution by having this section of highway declared a throughway. This will also save time in handling street closures through the city of Fossil.

Under legislation applying to highways other than throughways by which the original Survey Resolution No. 208 was adopted, it would be necessary for the City Council to pass an ordinance or a resolution to close streets as authorized by their charter, as well as enter into an agreement with the State, covering street closures. The City has already signed an agreement consenting to the street closures involved under the throughway law

In order for the agreement with the City of Fossil to be legal, it will be necessary that Survey Resolution No. 208 be amended, declaring the Cummings Pass-Fossil Section to be a throughway. Your approval of this amended resolution is recommended.

The matter will be on the agenda for your consideration at the June 2-3 meeting.

Very truly yours,

Forrest Cooper
Deputy State Highway Engineer

cc Mr. L. I. Lindas
Mr. Walter T. Wright

DHM:zg fn

FORM E-30 80M 7-59 22124

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 25, 1960

SUBJECT: Resolution Amending
Survey Resolution No. 208
Cummings Pass-Fossil
Section
John Day Highway
Wheeler County

To: Mr. Forrest Cooper
Deputy State Highway Engineer

Office

Attached is a draft of a letter to the Commission. Also attached is a copy of a letter from Staff Attorney Pearlman, covering the legal points involved in this request to amend Survey Resolution No. 208.

Several copies of the proposed resolution are accompanying this letter.

D H Moehring

D. H. MOEHRING
Assistant Right of Way Engineer

DHM:zg

Attachments

FORM [illegible]

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 24, 1960

SUBJECT: Resolution amending Survey Resolution #208
Cummings Pass-Fossil Section
John Day Highway
Establishing Section as a Throughway

To: Mr. David H. Moehring
Assistant Right of Way Engineer
OFFICE

NOTED
D. H. MOEHRING

Attached hereto are twelve copies of the above designated resolution. We have chosen to place this section of highway under the throughway law for the reason that the closure of streets within cities is much more simplified under this law. Under the throughway law (ORS 374.060) streets may be closed at their intersection with throughways, by the Highway Commission, with the approval of the city. In effect, the legislature has taken back from the cities the power to control street closure and has vested it in the Commission. Under the older law (ORS 373.050), in order to close a street at its intersection with a state highway there must be first a resolution by the Commission, an agreement with the city, a resolution or an ordinance by the city; and, before the city authorities may enter into any such agreement, they must comply with all city charter provisions having to do with street closures. So, it is possible that if the city charter does not provide for street closure, there could be a great deal of trouble in closing city streets. The case of Caball v. City of Cottage Grove, 170 Or. 256 (1942) testifies to this. Therefore, it is in the best interests of all concerned that the survey resolution be amended. Incidentally, the city has already signed an agreement consenting to the street closure under the throughway law, which agreement will come before the Commission at its next meeting; therefore, it is a necessity that the survey resolution be amended at the June meeting.

It is understood that you will pass the resolution on to Tom Edwards so that his section may carry the request to the Commission. It is to be noted that by the terms of the resolution the Highway Engineer is to certify that there are no more than ten commercial businesses abutting upon this section of highway in any one mile. This should be called to the attention of Mr. Edwards so that he may notify Mr. Williams to be prepared to so state.

Enclosed also is a copy of the original survey resolution to be amended, in case it should be required for additional information.

Leonard W. Pearlman
LEONARD W. PEARLMAN
Staff Attorney

LWP:bjk
cc: L. I. Lindas
John Graham

RECEIVED
FOR FILING

S-41(2)

When replying, refer to
08-35.4-0

5730

F-41(12)

408 State Highway Building
Salem, Oregon

May 10, 1960

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Dear Sir:

We have today approved the P. S. and E. documents for Oregon Project F-41(12), Cummings Pass-Fossil Section of the John Day Highway providing for 4.301 miles of grading and oiling.

This is to authorize your advertising for bids.

Concurrence in award will be withheld pending notification that all rights-of-way or rights-of-entry have been acquired.

It is our understanding that any necessary fencing will be done in connection with right-of-way acquisition and the installation work will be done by the respective land owners.

Foster
Edwards

Very truly yours,

C. G. Polk
Division Engineer

RECEIVED
MAR 9 1960
FOR FILING

S-41(2)

5730

1555

P

Limited Access Controlled

March 8, 1960

Oregon State Highway Commission

Gentlemen:

Our survey has been completed on the Cummings Pass-Fossil Section of the John Day Highway. The public hearing was held in the city of Fossil on March 3, and no opposition developed. I am attaching a map for your information.

The length of this section is 4.5 miles, and I recommend your approval of this survey and authorization to purchase the necessary right of way.

This matter will be on the agenda for your consideration at the March 10-11 meeting.

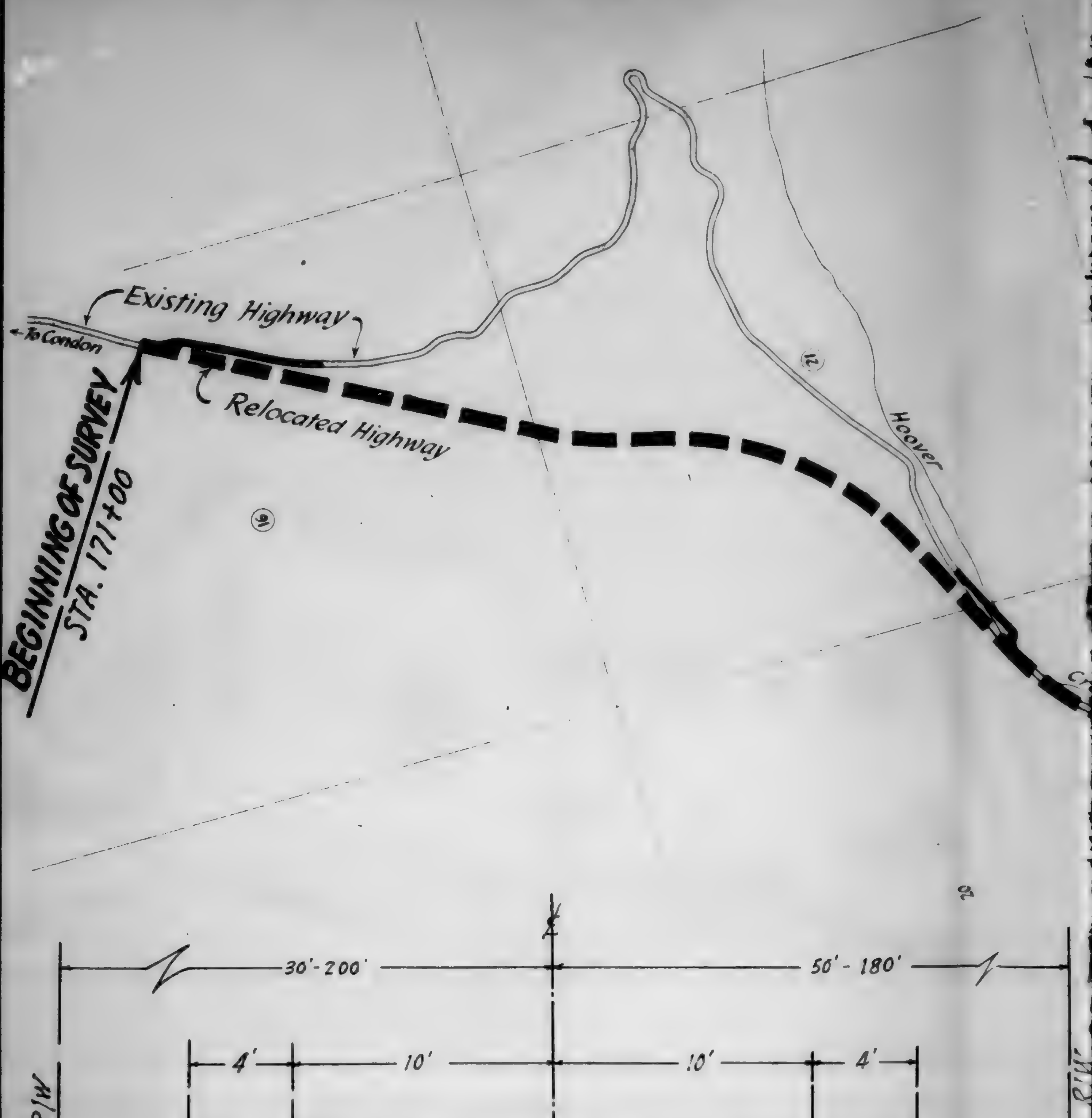
Very truly yours,

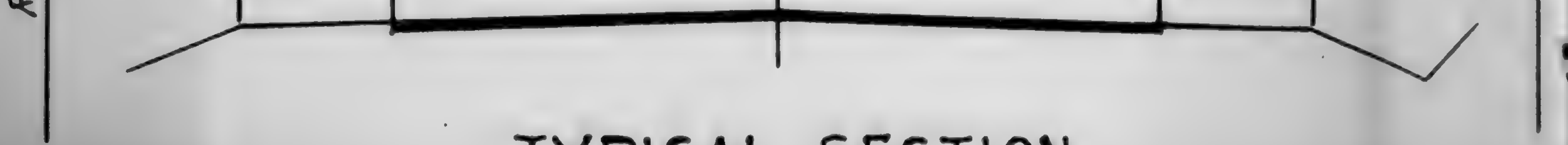
W. C. Williams
State Highway Engineer

DJB:law WCW:me

Enclosure

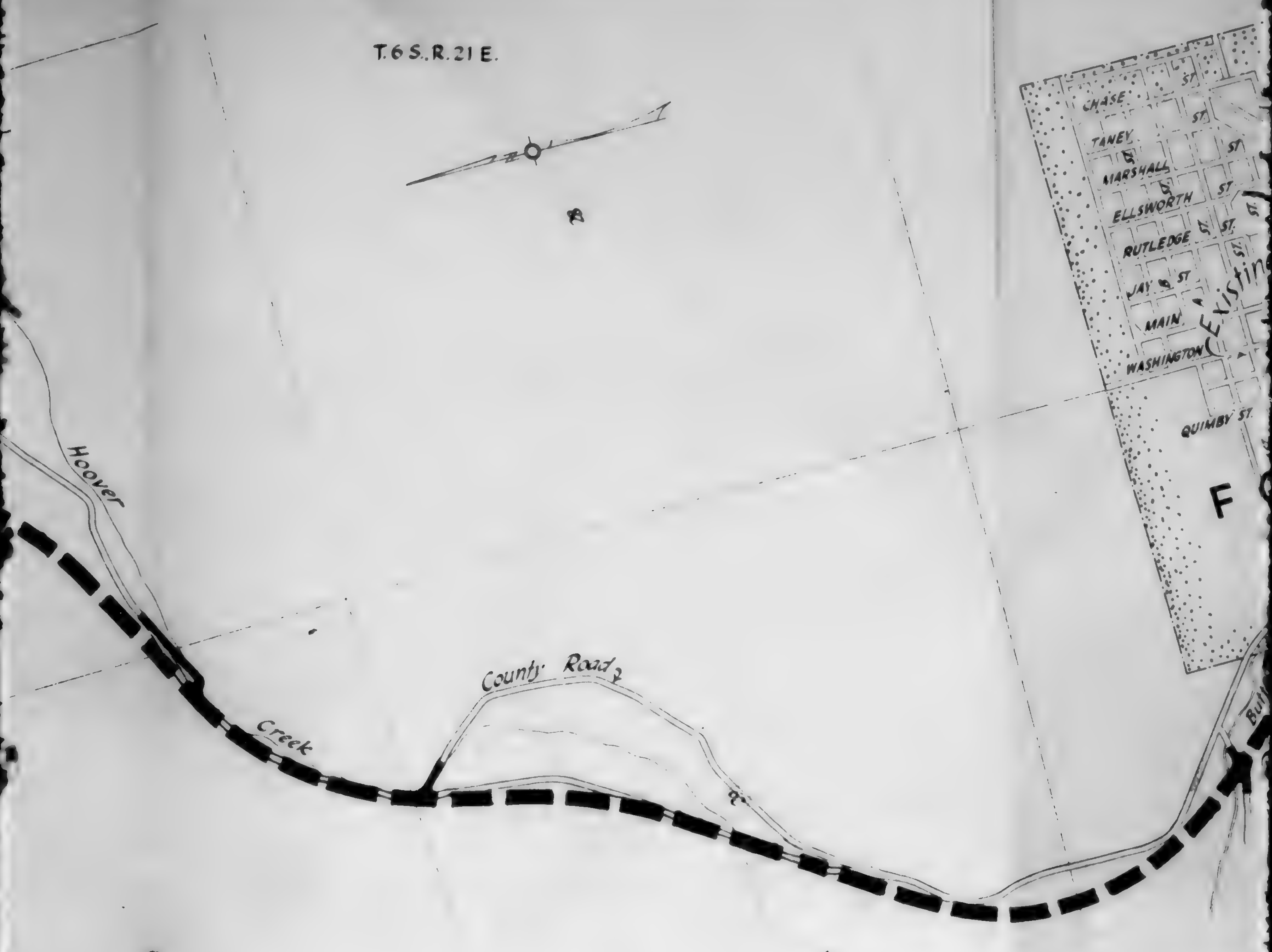
cc Mr. Tom Edwards
Mr. Walter Wright

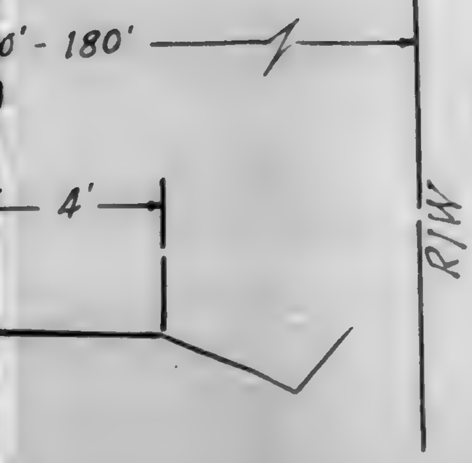




TYPICAL SECTION

4.50 Mi.





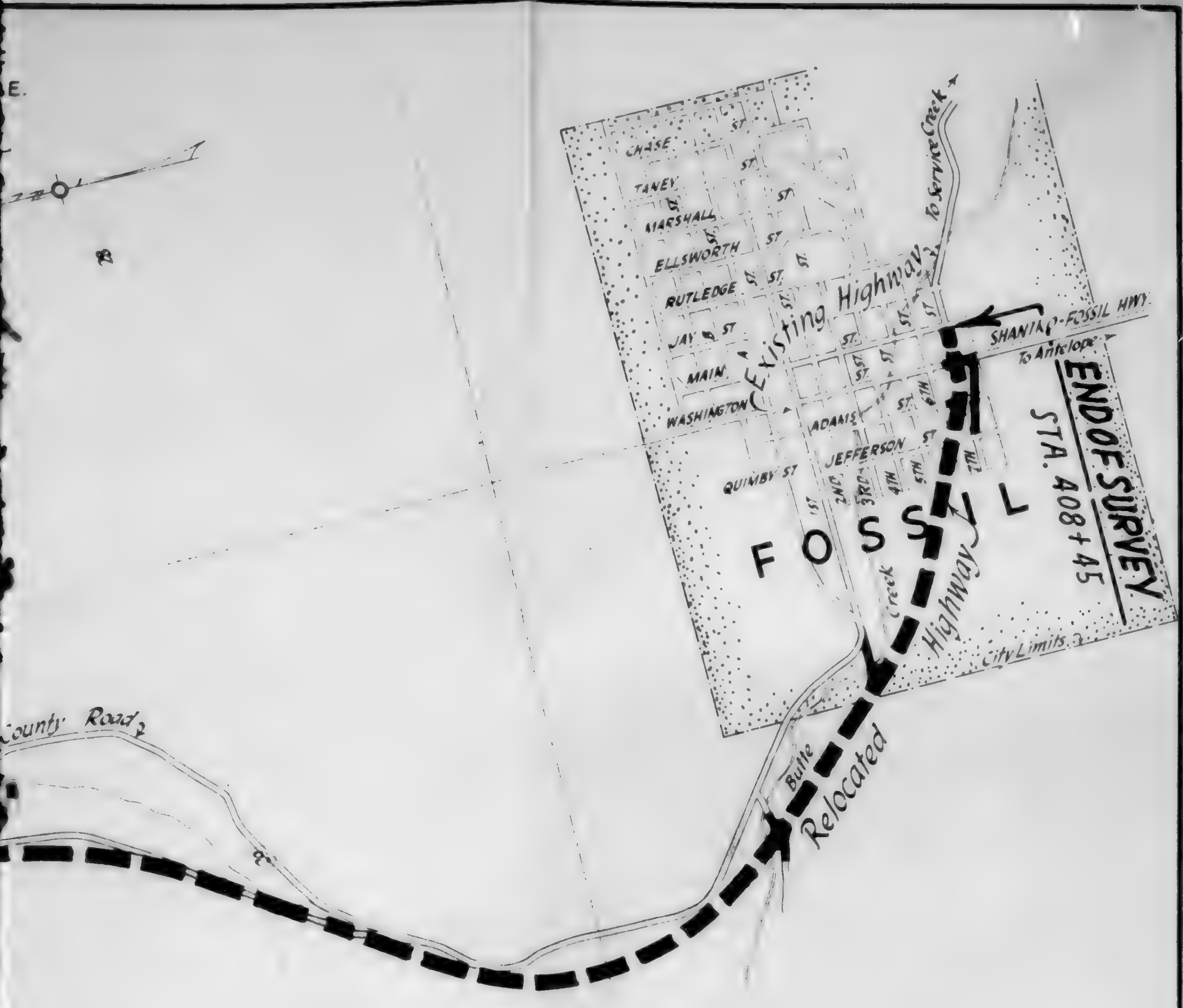
·APPROVED·

DEPUTY STATE HIGHWAY ENGINEER

DATE

OREGON STATE HIGHWAY
Survey Approval
CUMMINGS PASS-FOS
JOHN DAY HIGH
WHEELER COU
March, 196
DRG. NO. 1R-3-1

For details see Drg. No. 8B-16-12, Dec., 1959



ROVED

IGHWAY ENGINEER

OREGON STATE HIGHWAY DEPARTMENT

Survey Approval Map

CUMMINGS PASS-FOSSIL SECTION

JOHN DAY HIGHWAY

WHEELER COUNTY

March, 1960

DRG. NO. 1R-3-1262

ails see Drg. No. 8B-16-12, Dec., 1959

RECEIVED
MAR 9 1960

FOR FILING

S-41(2)

5730

1555

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 4, 1960

SUBJECT: Survey Approval Map
Cummings Pass-Fossil Section
John Day Highway

To:

Mr. Forrest Cooper
Deputy State Highway Engineer
Office

Attached hereto are thirteen prints of the above named survey approval map along with a suggested letter to the Commission.

Tom Edwards
Construction Engineer

By D. J. Barbee

D. J. Barbee
Asst. Construction Engineer

DJB:law

Attachments

NOTED
FORREST COOPER

RECEIVED
FEB 23 1960
FOR FILING

Counsel
Filed
John Day Hwy.

February 19, 1960

1555

Condon Globe-Times
Box 746
Condon, Oregon

Attention: Mr. Donald Zita

Gentlemen:

Reference is made to your letter of February 4 requesting certain information pertaining to the reconstruction of the John Day Highway, specifically Cummins Hill-Fossil Section - $800,000.

The State Highway Commission recognizes that there are areas of substandard alignment between Condon and Fossil on the John Day Highway. Further, this has been stressed by many delegations appearing before the Commission, the last two being on April 17, 1959, and September 25, 1959.

The section chosen from Cummins Hill to Fossil has some rather circuitous alignment on the existing facility. The proposed relocation will eliminate the loop in the existing highway but otherwise traverses the same general area as the present road to Fossil, where an alternate route through town is recommended.

Since work is proposed to be done within the corporate limits of Fossil, it is necessary to hold a public hearing. This hearing is scheduled for March 3, 1960. Statements made at the hearing will be transcribed and presented to the Highway Commission for consideration and decision re the route. It is hoped that this decision can be made at the Highway Commission meeting on March 10-11.

It is hoped that the construction of this project can be started early this summer. This will be contingent, of course, upon the acquisitions of rights of way. If construction proceeds as scheduled, the new section will be placed in service in the late summer of 1961. This project is one of the many that has been undertaken in the continuing improvement of the John Day Highway.

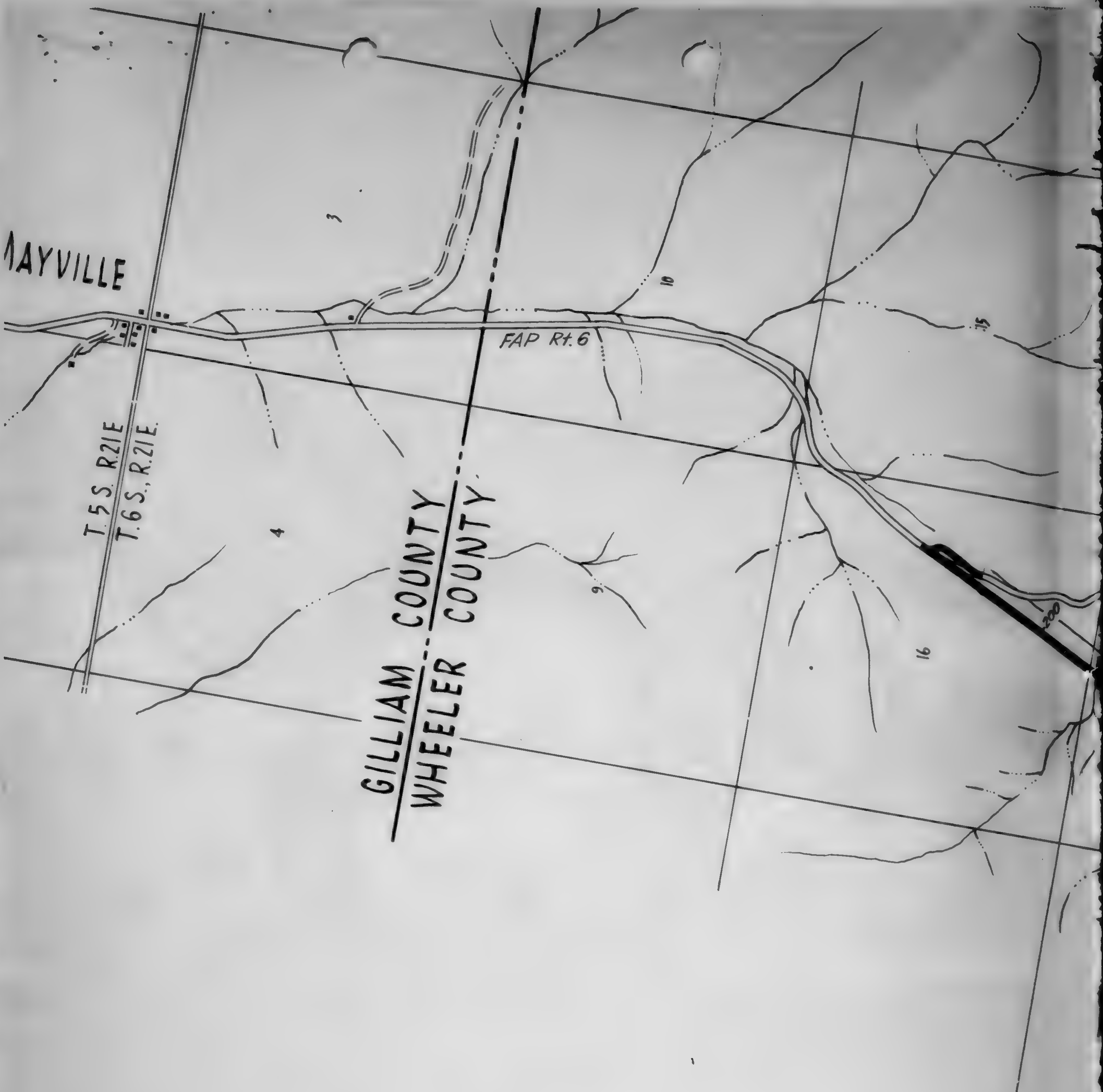
Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

cc Mr. W. C. Williams
Mr. Tom Edwards
VDW:law TE:tw FC:fn


MAYVILLE
FAP Rt. 6
T.5 S. R.21 E.
T.6 S., R.21 E.
GILLIAM COUNTY
WHEELER COUNTY
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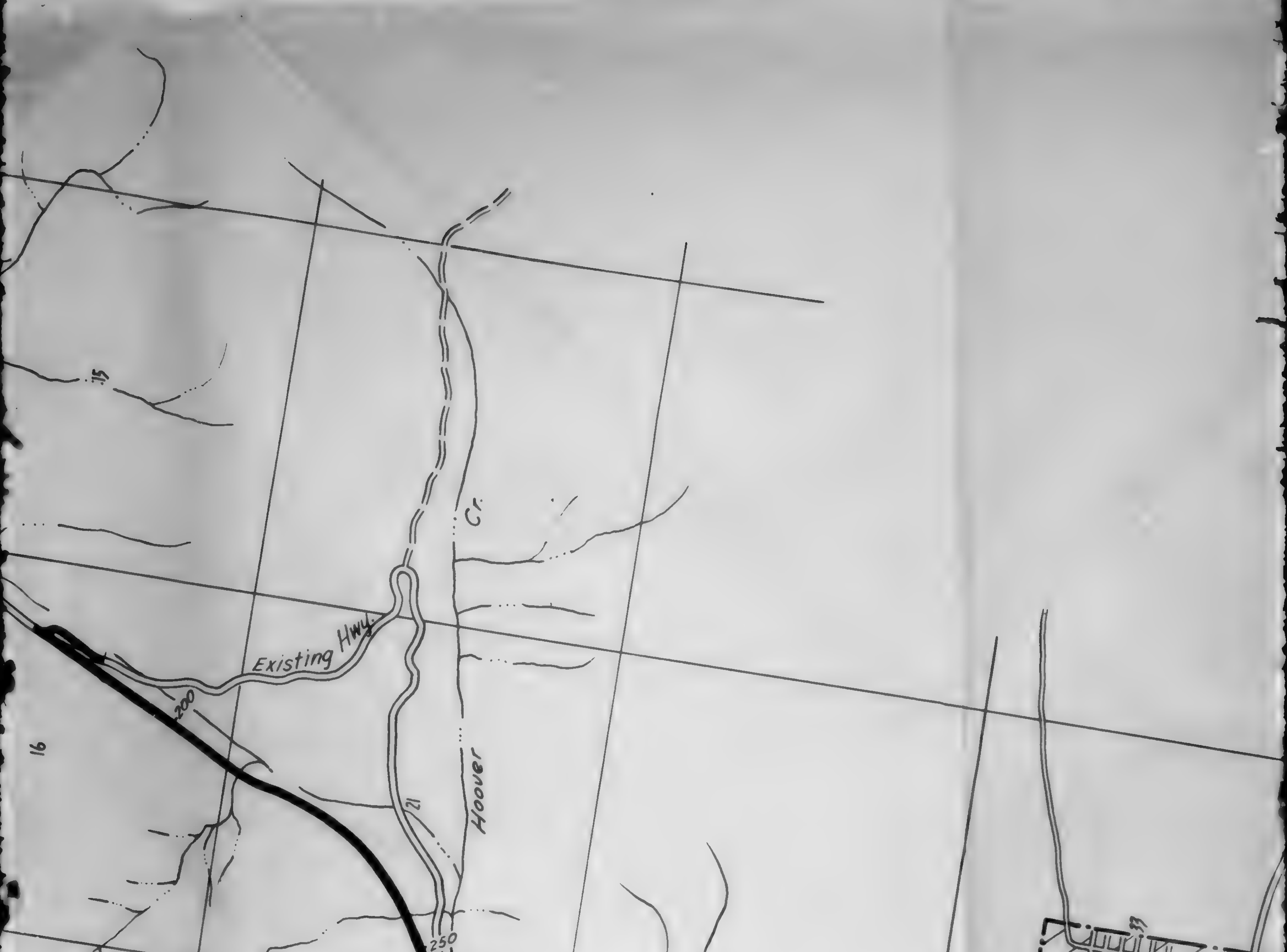
200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Existing Hwy.
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Hoover
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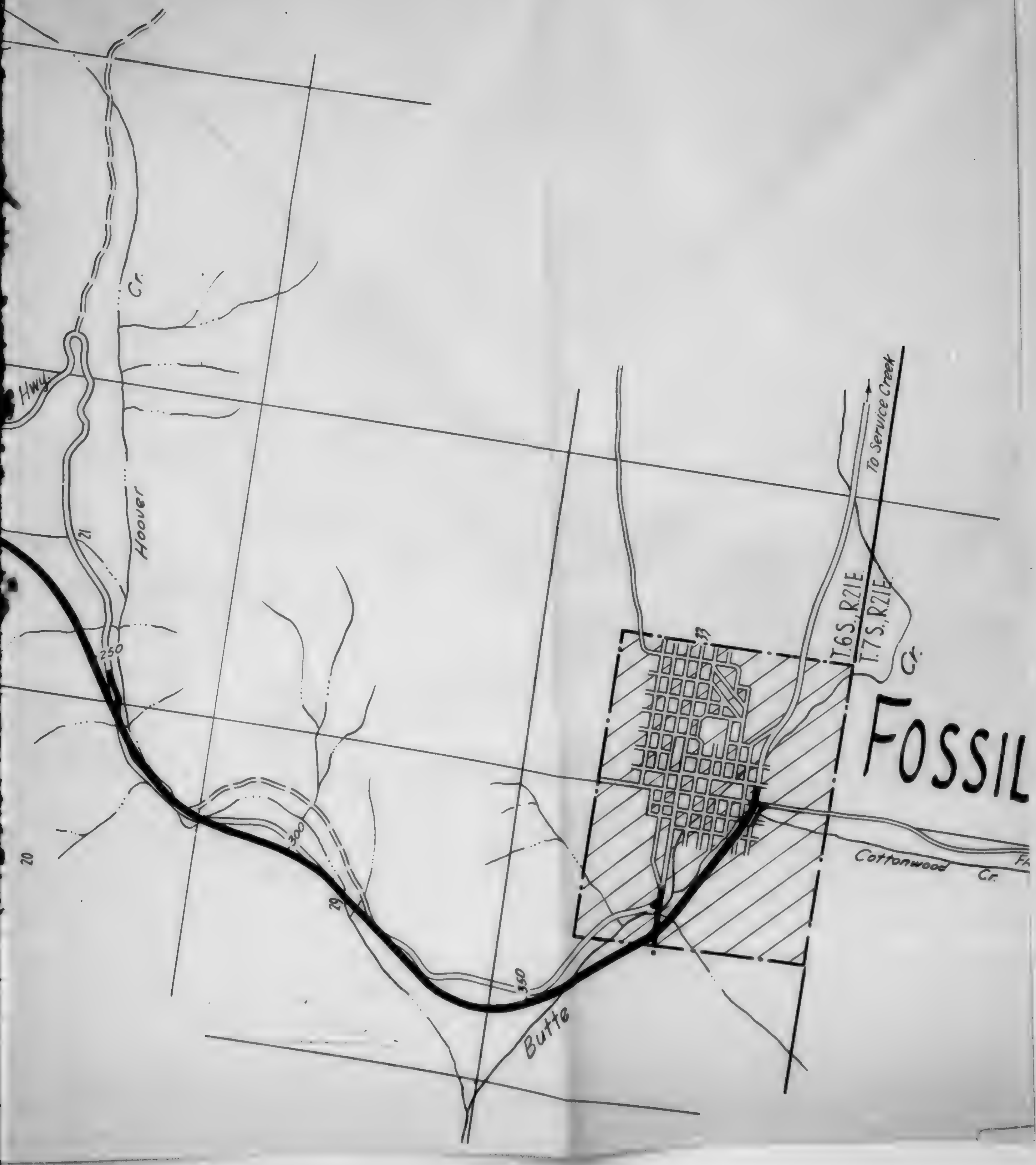
Butte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To Service Creek
T.6S., R.21E.
T.7S., R.21E.
Cr.
FOSSIL
Cottonwood Cr.

CONDON
PRINTING AND PUBLISHING
GLOBE-TIMES
BOX 746
CONDON, OREGON

PLEASE RETURN TO
FORREST COOPER

REFERRED TO
Cooper
State Highway Engineer

February 4, 1960

Look up past
Cumm. meeting
minutes wherein
many request have
been made for This improvement

Mr. W. C. Williams
State Highway Engineer
Highway Commission Bldg.
Salem, Oregon

Dear Mr. Williams:

In a recent issue of the Oregonian-Journal, the State Highway Commission listed a contract to be let on the John Day Highway, Cummings Hill-Fossil section, $800,000. Mr. Ernie Fatland of Condon informed us that you might be able to provide us with complete information regarding this project.

Information desired would include the proposed route of the road, when work is expected to begin, when contracts will be let, how long will project take, whether or not right-of-ways have been purchased, type of road, why the commission felt this road was necessary, how it fits into the total planning picture and any other information you feel should be included. In short, Mr. Williams, we would like as complete a picture as possible.

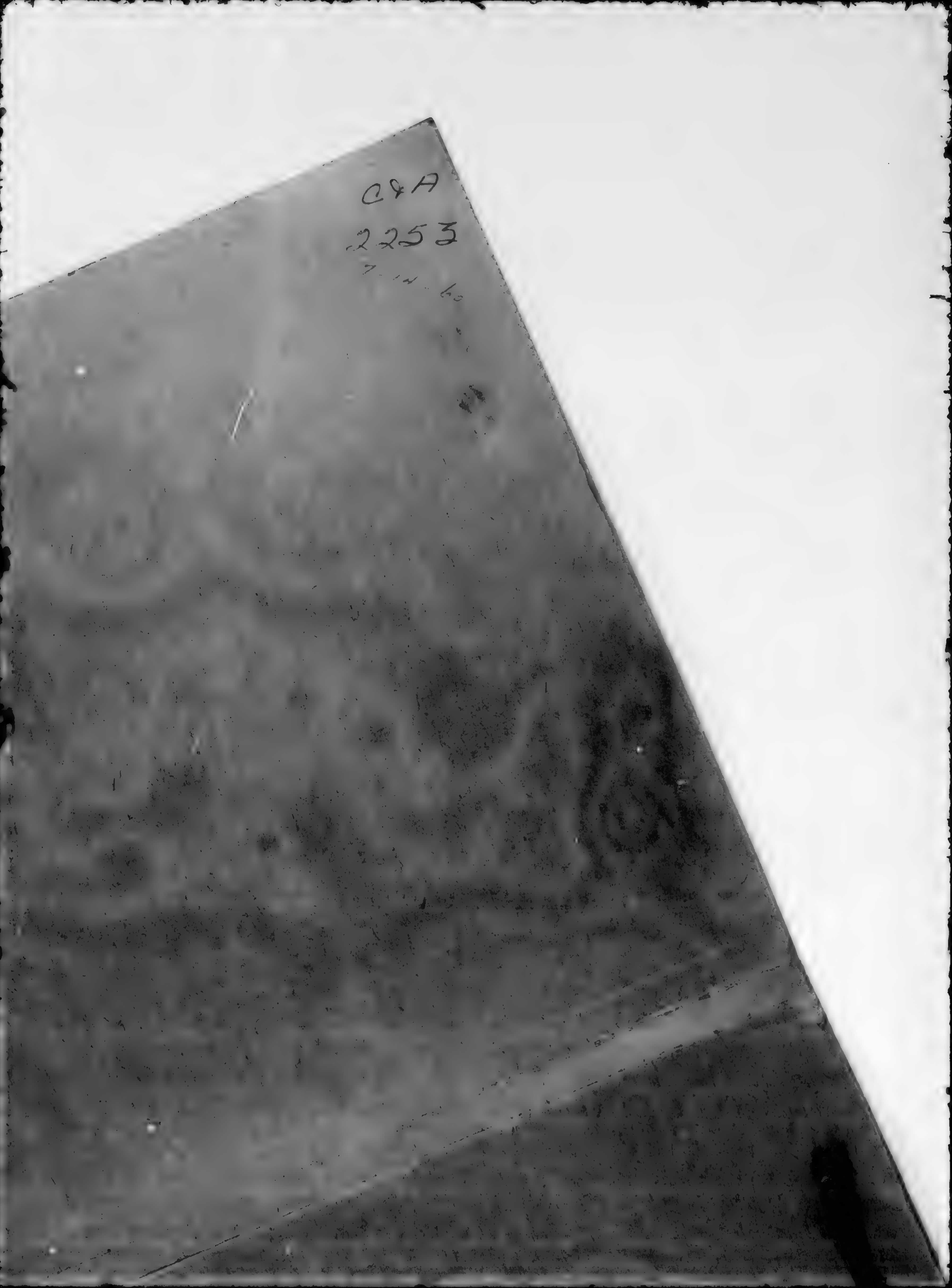
We are interested in presenting this information to readers of the Fossil Journal and the Condon Globe-Times.

Thanking you for your time,

Donald Zita

RECEIVED
FEB 8 1960
OREGON
STATE HIGHWAY C

S-445(1) Langrell Corner-Halfway 1960
Sec. of Lone Fir Rd.
#5731 (Grad. & surfacing)



C&A
2253
7-14-60

OREGON STATE HIGH[illegible] DEPARTMENT

INVOICE

NOTED
H. S. COX

DATE	BILLING REQ. NO.	YOUR ORDER NO.	CREDIT DISTRIBUTION
2-14-62	CC 737		501-1042-297

Co. Fund 5731
A-415(1)

Baker County
Courthouse
Baker, Oregon
Attn: County Court

INVOICE NUMBER
73271

NOTED
DON HARWELL

MAKE CHECKS PAYABLE TO
THE OREGON STATE HIGHWAY DEPARTMENT

SEND REMITTANCE TO:
OREGON STATE HIGHWAY DEPARTMENT
STATE HIGHWAY BUILDING
SALEM, OREGON

DESCRIPTION		QUANTITY	UNIT PRICE	TOTAL PRICE
Final Billing: Langrell Corners - Halfway Section FAS 521 Covered by agreement dated June 3, 1960.				
Original advance deposit	$19,623.64			
Less amount previously transferred	12,223.64			$7,400.00
County share cost as per attached statement	$14,192.38			
Less amount previously transferred	12,223.64			1,968.74
To be refunded				$5,431.26

RECEIVED
FEB 16 1962
ENGINEER
COUNTY & CITY RELATIONS

ACKNOWLEDGMENT OF BILLING REQUEST
Cash Received with Request $________________
By ______________________________

A 150 (REVISED 7-60)

[redacted]

February 9, 1962

NOTED
Harold C. Ayers

NOTED
H. S. COX

NOTED
V. R. JONES

NOTED
R. H. PRANGE

NOTED
DON HARWELL

Baker County Court
Courthouse
Baker, Oregon

Gentlemen:

Final costs are now available for the Langrell Corners - Halfway Section of FAS 521, (Contract #5731), covered by agreement dated June 3, 1960, as shown in the attached cost statement.

In accordance with this agreement, a refund of $5,431.26 in connection with this project is due the county. This refund will be paid by our accounting division within the next few days.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

Verne R. Jones

Verne R. Jones
County & City Relations Planning Engineer

VRJ:eb
Encl.

W C Williams

W. C. WILLIA

July 21, 1961

Langrell Corner-Halfway
Contract No. 5731

FINAL COST ANALYSIS
Grading and Surfacing
Contractor: Geo. E. Corliss
Resident Engineer: Loren A. Weber

Lone Fir Road
Prefix No. 501-1042

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
Clearing and Grubbing	All	Lump	1,000.00	861.26	861.26	1,000.00
Drainage Excav., Unclass.	812.94	Cu. Yd.	2.50	1.72	1,404.13	2,032.35
Special Borrow Excav., Unclass.	4,268.30	Cu. Yd.	0.90	0.89	3,813.75	3,841.47
General Excav., Unclass.	10,878.70	Cu. Yd.	0.48	0.455	4,960.11	5,221.78
Short Overhaul	38,534.40	Yd. Sta.	0.02	0.013	506.56	770.69
Long Overhaul	5,038.20	C-Yd. Sta.	0.30	0.21	1,045.26	1,511.46
Finish R.B. and Slopes	3.26	Mile	1,000.00	943.67	3,076.37	3,260.00
12" Corr. Metal Pipe	522	Lin. Ft.	3.90	3.17	1,659.71	2,035.80
15" Corr. Metal Pipe	114	Lin. Ft.	4.60	3.83	437.05	524.40
18" Corr. Metal Pipe	428	Lin. Ft.	4.90	415	1,778.39	2,097.20
24" Corr. Metal Pipe	264	Lin. Ft.	7.00	6.17	1,629.05	1,848.00
48" Corr. Metal Pipe	26	Lin. Ft.	22.00	18.96	493.08	572.00
15" Concrete Pipe	9	Lin. Ft.	5.00	3.60	32.40	45.00
18" Arch Type C.M.P.	38	Lin. Ft.	4.00	3.55	134.88	152.00
29" Arch Type C.M.P.	30	Lin. Ft.	9.00	7.37	221.13	270.00
36" Arch Type C.M.P.	82	Lin. Ft.	11.00	9.13	748.84	902.00
50" Arch Type C.M.P.	44	Lin. Ft.	23.00	18.34	807.23	1,012.00
58" Arch Type C.M.P.	152	Lin. Ft.	26.00	22.85	3,474.63	3,952.00
Salvaging & Reinstall. Culv. Pipe	54	Lin. Ft.	4.00	2.05	110.97	216.00
Salvaging & S.P. Culv. Pipe	36	Lin. Ft.	3.00	1.54	55.48	108.00
8" Perf. Mtl. Dr. Pipe, Unctd.	258	Lin. Ft.	2.25	2.08	537.00	580.50
Special Backfill in Drains	36.20	Cu. Yd.	3.00	1.95	70.78	100.86

Final Cost Analysis - Contract No. 5731
Langrell Corner-Halfway

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
*Class "A" Concrete	20.30	Cu.Yd.	85.00	88.00	1,786.40	1,725.50
*Metal Reinforcement	1,810.20	Lbs.	0.14	0.143	258.86	253.43
Selected R.B. Topping	27,133.20	Cu.Yd.	1.10	1.19	32,462.59	29,846.52
PA#1 30" Corr. Metal Pipe	26	Lin. Ft.	13.25	10.32	268.36	344.50
Force Account (Adj. Cattle Guard)				53.18	53.18	71.13
					$62,687.45	$64,294.59

Gross Revenue	$ 64,294.59
Total Cost	62,687.45
Net Profit	$ 1,607.14

Net Profit equals 2.49% of Gross Revenue

Work done by others:

* Witham General Contractors

DETAIL OF COSTS Contract No. 5731

Labor:				
Labor and Supervision			$ 21,401.13	
Labor Insurance			1,639.33	
Health and Welfare			416.12	
Pension			480.75	$ 23,937.33
Equipment Rental and Miscellaneous Supplies:				
Equipment Rental, Owned			15,461.19	
Equipment Rental, Hired without Operator			2,331.00	
Equipment Rental, Hired with Operator			2,713.61	
Gas, Oil and Grease			4,302.98	
Bond			482.21	
Freight and Postage			25.77	
Home Office and General Overhead			164.61	
P.L. & P.D. Insurance			321.47	
Move In			1,200.00	
P U.C.			150.00	
Small Tools and Misc. Supplies			293.10	27,445.94
Materials:				
12" CMP and Bands	522 Lin. Ft.	@ $2.28	1,188.98	
15" CMP and Bands	114 Lin. Ft.	@ $2.84	324.72	
18" CMP and Bands	428 Lin. Ft.	@ $3.17	1,357.80	
24" CMP and Bands	264 Lin. Ft.	@ $4.99	1,316.48	
48" CMP and Bands	26 Lin. Ft.	@ $14.84	385.86	
15" Concrete Pipe	9 Lin. Ft.	@ $2.00	18.00	
18" Arch Type CMP & Bands	38 Lin. Ft.	@ $2.89	109.98	
29" Arch Type CMP & Bands	30 Lin. Ft.	@ $5.32	159.65	
36" Arch Type CMP & Bands	82 Lin. Ft.	@ $6.74	552.92	
50" Arch Type CMP & Bands	44 Lin. Ft.	@ $12.65	556.54	
58" Arch Type CMP & Bands	152 Lin. Ft.	@ $18.41	2,797.92	
8" Perf. Mtl. Dr. Pipe, Unct.	258 Lin. Ft.	@ $1.79	462.50	
30" CMP and Bands	26 Lin. Ft.	@ $6.81	177.00	
Special Backfill in Drains	33.62 Cu. yd.	@ $1.01	36.50	9,444.85
Work done by others:				
Witham General Contractors			1,859.33	1,859.33
		TOTAL COST		$ 62,687.45

Remarks - Contract No. 5731

This was a "Federal Aid Secondary Project" consisting of the grading of 3.26 miles of highway roadbed, involving 10,878.70 cubic yards of roadbed excavation and 4,268.30 cubic yards of special borrow excavation; the construction of two reinforced concrete box culvert extensions; and the construction of 3.26 miles of selected roadbed topping, involving 27,133.2 cubic yards of pit run gravel on the Langrell Corner-Halfway Section of the Lone Fir Road in Baker County.

This project was bid June 30, 1960, awarded July 7, 1960 and completed January 28, 1961.

The contractor began clearing work on this project August 17, 1960 with a crew of four laborers. Nearly all the clearing at this time was done by hand labor. An Allis-Chalmers, AD40 grader, and a TD18, IH dozer were moved onto the project at this same time but were not put into operation. Clearing continued onto the following week. No hand work took place, but the TD18 dozer completed approximately 40% of the clearing.

A 3/8-cubic yard, 10B backhoe began ditch excavation on August 29th. Progress was very slow because of the narrow existing roadway which made necessary frequent moved by the backhoe to allow the flow of traffic to pass. Approximately 100 feet of ditch was dug the first day. Pioneering of cuts was done by the TD18 during this same period.

The following week, the backhoe continued to excavate ditches, the blade worked on shoulders, and the TD18 with a Letourneau scraper pulled ditches elsewhere on the project. Approximately 15% of the grading had been done by the end of the week. The pipe for culverts was delivered to the project this week.

The second tractor-scraper unit was added to the equipment spread on September 12th. This unit, a D7 with a Letourneau scraper, was rented from a local party. Three dump trucks and a Case "1000" Terratrac front end loader began loadind and hauling special borrow from a State-controlled gravel deposit located northeasterly of and 1.75 miles distant from the northerly end of the project.

The hauling of special borrow continued through to October 2nd. They then changed to hauling selected roadbed topping. Because of the shortage of suitable topping material in the State pit, the contractor found it necessary to obtain and open a new source on private land. This move was made on Thursday, October 13th. Eighty per cent of the topping came from this source.

All the base and grading, 95% of drainage excavation, and 80% of the clearing was completed by November 6th. Work on the reinforced box culverts was started during the week ending October 29th. This work was done by Witham General Contractors.

Remarks Cont'd - Contract No. 5731

The drainage excavation and the placing of culvert pipe was completed on November 11th. The only work left at this date was the extension of the box culverts and the balance of the clearing.

The last of the concrete in the box culverts was poured on Wednesday, December 15th. Because of delay on part of the State, the contractor was granted and extension of 14 work days.

A small profit was realized by the contractor and this was due in part by the excess cost in topping material. The added expense in stripping and opening a new pit increased the cost of the topping item.

M.N. Juve
Chief Cost Analyst

By

G.K. Hansen

9

RECEIVED
JUN 12 1961
FOR FILING

S-445(1)

5731

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

La Grande, Oregon
June 8, 1961

SUBJECT: Mr. Melvin Shock's check
Langrell Corner-Halfway Section
Contract No. 5731

To:

Mr. P. M. Stephenson
Assistant State Highway Engineer
Salem

At about 1:30 p.m., June 7th, 1961, in the company of Mr. L. Weber, Resident Engineer from Baker, I returned to Mr. Melvin Shock his check in the amount of $100.00. This was money that he had previously presented us to help defray the cost of irrigation ditch change on subject project. Mr. Shock was informed that the reason we were returning this check was that the change made in the irrigation ditch resulted in a savings to the State. Therefore, it would not be necessary for him to pay for part of the cost of this change. Mr. Shock was very glad to get his check back.

A. F. Parson
Division Engineer

by H. S. Coulter

H. S. Coulter
Assistant Division Engineer

HSC:gb

RECEIVED
JUN 12 1961
OREGON
STATE HIGHWAY COMMISSION

NOTED
P. M. STEPHENSON

RECEIVED
JUN 12 1961
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JUN 5 1961
FOR FILING
5-445(1)

5731

I

Salem, Oregon
June 2, 1961

Langrell Corner-Halfway Section
Contract No. 5731

Mr. A. F. Parson
Division Engineer
La Grande, Oregon

We are returning Mr. Melvin Shock's check in the amount of $100.00 which he had presented to us in payment for a change in an irrigation ditch on the above project.

It has been decided that you should return this check to Mr. Shock with the statement that it was determined that by changing the irrigation ditch a saving occurred to the State; therefore, it would not be necessary to pay for the change.

P. M. Stephenson
Assistant State Highway Engineer

PMS:ms
attach.

FORM E-30 50M 3-61 24387

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 12, 1961

SUBJECT: Langrell Corner-Halfway Section
Contract No. 5731

To:

Mr. C. G. Swenson
County & City Relations Engineer
BUILDING

Attached is correspondence and a check in the amount of $100.00 covering a payment by Mr. Melvin Shock (property owner) to cover a portion of the cost of revising irrigation facilities on the above project.

Evidently, this matter was worked out by your office and the County.

Tom Edwards
Construction Engineer

By L. W. Rulien
L. W. Rulien
Assistant Field Construction Engineer

LWR:fp

Enc.

RECEIVED
MAY 12 1961
ENGINEER
COUNTY & CITY RELATIONS

[illegible]

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

La Grande, Oregon
May 5, 1961

SUBJECT: Irrigation Change
Melvin Sheck
Hangrell Corner - Halfway Section
Contract 5731

To:

Mr. Tom Edwards
Construction Engineer
Salem

Please refer to a letter from this office, dated October 10, 1960. This letter referred to several proposals for handeling irrigation water adjacent to the subject section.

It was decided that on authorization received from Mr. Swenson and the county officials to proceed with a proposal whereby Mr. Sheck was willing to pay $100.00 toward the realization of this irrigation change. Subsequently, we obtained permission from Mr. Sommers and Sheck, the interested parties, and are attaching these letters herewith.

The delay in submitting this check, etc., was occasioned by the arrival of bad weather last fall, and the irrigation change could not be completed until recently. We assume that this may close this file.

A. F. Parson
Division Engineer

by H. S. Coulter

H. S. Coulter
Assistant Division Engineer

HSC:gb

REF[illegible]
Rulien

CONSTRUCTION DIVISION
RECEIVED
MAY 8 1961
NOTED-- ☐ ☐ ☐ ☐ ☐
CE ACE AC.. DOE

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Baker, Oregon
May 3, 1961

SUBJECT: Irrigation change
Melvin Shoc k
Langrell Corner - Halfway
C ontract # 5731

To:

Mr. A. F. Parson
Division Engineer
La Grande, Ore

Your attention is directed to a letter from Mr. Coulter to Mr. Edwards dated Oct 10, 1960 where in Mr. Coulter outlines a proposed change in an irrigation diversion box and ditch on the subject project; In this same letter he states that Mr. Shock was willing to pay $ 100.00 towards the change in as much as said change would benefit him over the one shown on the plans. Mr. Coulter recommended the change for reasons that it cost less to build, it backed up less water along the grade with the advantage of less soaking action on the fill and since it was what the property owners wanted, they would be better satisfied.

Final authority to do this was received from Mr. Swenson and the county officials after which the system was constructed according to the proposed change.

I am submitting herewith then sidned statements from the property owners concerned where in they agree to the change and a check from Mr. Shock in the amount of $ 100.00 as agreed.

The delay in submitting this information was occasioned by the fact that due to weather conditions this could not be completed to the property owners satisfaction until now.

oren A. Weber
sident Engineer

10-60

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
KENNETH N. FRIDLEY, MEMBER
WASCO

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

October 17, 1960

Oregon State Highway Commission
State Highway Building
Salem, Oregon

re - Proposed change of irrigation diversion point
Contract # 5731
Langrell Corner - Halfway

Gentlemen:

This is to advise that I agree to the proposed change of the diversion point from near station 101+00 as shown on the plans to a point near the location of and existing box near station 113+00.

It is understood that this change will eliminate the necessity of the existing ditch now running easterly through the N½ - SE¼ - SW¼ of section 7, Township 8 S, Range 46 EWM. It is also understood that a new ditch will be constructed on the property of Melvin Shook along the fence dividing the properties of Melvin Shook and Orson Summers. This ditch will replace the existing ditch and connect with the existing ditch where it enters the Shook property.

I also agree that once this is constructed I will waive all claims against the State and County regarding maintenance, upkeep or damages as a result of the change.

In view of the fact that this will improve my existing irrigation facilities because of the replacement of an existing, wooden diversion box with a concrete structure, I also benefit by having the new ditch mostly upon my property thus making the upkeep more satisfactory, I agree to pay the State Highway commission $ 100.00 to help defray the expenses of the change.

I also agree to admit the contractor to my property to accomplish the necessary construction work.

Signed- Melvin Shook

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
KENNETH N. FRIDLEY, MEMBER
WASCO

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

October 17, 1960

Oregon State Highway Commission
State Highway Building
Salem, Oregon

re - Proposed change of irrigation diversion point.
Contract # 5731
Langrell Corner - Halfway

Gentlemen:

This is to advise that I agree to the proposed change of the diversion point from near station 101+00 as shown on the plans to a point near the location of an existing box near station 113+00.

It is understood that this change will eliminate the necessity of the existing ditch now running easterly through the E½ - NE¼ - NW¼ section 7, Township 8 S, Range 46 EWM. It is also understood that a new ditch will be constructed on the property of Melvin Sheck along the fence dividing the properties of Melvin Sheck and Orson Summers. This ditch will replace the existing ditch and connect with the existing ditch where it enters the Sheck property.

I agree that once this is constructed I will waive all claims against the State and County resulting from the elimination of the means of supplying water to the existing ditch.

Signed-

Orson Summers

RECEIVED
MAY 22 1961

FOR FILING

S-44-(1)

5731

May 22, 1961

American Surety Co.,
600 Yeon Bldg.,
Portland 4
Oregon

Gentlemen:

State Highway contract #5731 for grading-topping on the Langrell Corner-Halfway Section of the Lone Fir Road in Baker County was completed by the contractor, Geo. E. Corliss, on January 28, 1961 and was formally accepted by the Highway Commission on March 10, 1961.

Final payment in the amount of $2,731.61 will be released to the contractor on or after June 1 1961. The total contract amount is $64,294.59, of which amount $71.13 represents force account items.

You have been previously notified that a claim has been filed against this contract.

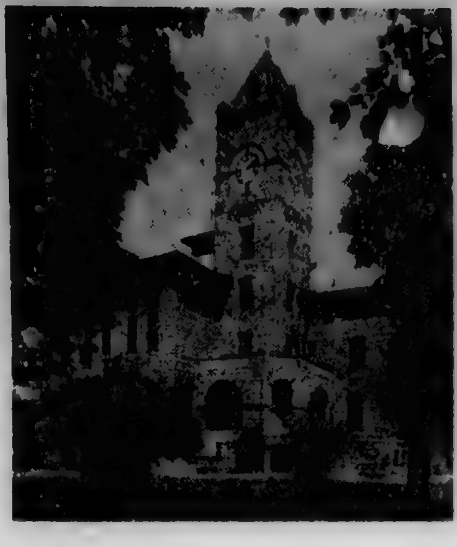
This notice is sent as your company appears as surety on the performance bond furnished by the contractor on this project.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: Mr. Geo. E. Corliss
Route 2. Box 322
Bend
Oregon



BAKER COUNTY
BAKER • OREGON

LLOYD REA,
COUNTY JUDGE
R. M. PHIPPS,
GILL C. WRIGHT,
COMMISSIONERS

March 3, 1961

State of Oregon
State Highway Department
Salem, Oregon

Attention: Mr. C. G. Swenson
County & City Relations Engineer

Dear Mr. Swenson:

We wish to advise you that we are receiving many complaints concerning a pipe on the Langrell Corner-Halfway Section of FAS 521.

We would appreciate having someone from the Highway Department to inspect this situation before accepting jurisdiction over the road.

Thanking you kindly for your cooperation.

Very truly yours,

BAKER COUNTY COURT

Lloyd Rea
County Judge

R. M. Phipps
County Commissioner

Gill C. Wright
County Commissioner

This was ref. [illegible] Klaber

cc: Mr. Parsons, Div. Eng.
State Highway Building
La Grande, Oregon

Copy of letter handed to Barber
This discussed with Mr Barber in
company with Judge Rea [illegible], Klaber
to handle C.W.

NOTED
V. R. JONES

NOTED
H. S. COX

February 27, 1961

Baker County Court
Courthouse
Baker, Oregon

NOTED
C. G. SWENSON

NOTED
Harold C. Ayers

Gentlemen:

This is to advise you that work on Contract No. 5731, Langrell Corner-Halfway Section of FAS 521 was completed on January 28, 1961.

Under the terms of the agreement dated June 3, 1960, the County assumed maintenance of and jurisdiction over the above project as of the date of completion.

Very truly yours,

W. C. Williams
State Highway Engineer

By

C. G. Swenson
County & City Relations Engineer

JDG:mm

Form E-1—(Rev.)—

2-445 (1)

#5731

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending February 26, 1961, 19

Section	Langrell Corner - Halfway	Kind of work	Grading & Topping
Highway	Lone Fir Road County Baker	Section prefix	501-1042
Contractor	George E. Corliss	Contract number	5731
Date of contract	July 7, 1960, 19	Specified work days	84
Date work started	August 17, 1960, 19	Work days used	84
Project authorization	$76,937.18	Per cent of time elapsed	100 %
Exclusive of engineering	$71,466.09		

Estimated cost of completed project, exclusive of engineering . . . $71,466.09

Estimated per cent overrun or underrun . . . %

Per cent of contract completed, based on estimated cost . . . 100 %

Engineering authorization . . . $5471.09

Engineering cost to date $6441, 118 %

Date project was completed 1/28/61, 19

ESTIMATED PER CENT COMPLETE

CLEARING	DRAINAGE	GRADING	STRUCTURES	BASE	OIL AND/OR PAVE.	MAT'L PROD.
100	100	100	100	100		

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, etc.:

Semi-final estimate complete except for a few details. Will be submitted next week.

NOTED

Noted
M. M Juve

C. E. PAULSEN

DIVISION
RECEIVED
W Y B & P

Signed Loren

Address PO Box 561 Baker, Ore.

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	3.26	3.26			
Miles partially completed					
Miles completed	3.26	3.26			
Total estimated quantities (contract)	15,410	28,000			
Total quantities corrected to date	15,138	27,133			
Estimated quantities moved or placed to date	15,138	27,133			
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Men

Supervision

Men and trucks under 3 tons

Men and trucks over 3 tons

Men and tractors

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Compaction rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

RECEIVED
FEB 16 1961
FOR FILING

S-445 (1)

5731

February 16, 1961

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on January 28, 1961, on Contract No. 5731, Langrell Corner-Halfway Section, in Baker County, in connection with Federal Aid Project No. S-445(1).

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

DBP:bb

cc: Clarence G. Swenson

RECEIVED
JAN 10 1961
FOR FILING

L-144 (1)

5731

January 10, 1961

American Surety Company of New York
725 Yeon Building
Portland 4, Oregon

Attention: Mr. David A. Lewis
Asst. Manager

Gentlemen:

Attached is a copy of a claim in the amount of $1,241.00 which has been filed with the Secretary of State (his File No. 3747) by Joseph D. Lane, attorney on behalf of Re-Tread Hut, for tires, tubes and supplies furnished to Pat Needham, subcontractor of George E. Corliss. This appears to be in connection with State Highway Contract No. 5731 with George E. Corliss, principal contractor, for grading and topping the Langrell Corner-Halfway Section of the Lone Fir Road in Baker County.

We provide this information as your company appears as surety on the performance bond furnished with this contract.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

Enc.

CC:
John Danforth
Delake, Oregon

NOTED ON CARD
dc

George E. Corliss
Rt. 2, Box 322
Bend, Oregon

Commissioners
W. C. Williams
Forrest Cooper

CWH:fp

STATE OF OREGON
DEPARTMENT OF STATE
SALEM, OREGON

HOWELL APPLING, JR.
SECRETARY OF STATE

December 23, 1960

Mr. Floyd Query, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Mr. Query:

We have received from Joseph D. Lane, Attorney, Moore Hotel Building, Ontario, Oregon, and filed as of this date, a notice of claim by C. S. Orcutt and M. R. Sutton dba Retread Hut of Ontario, Oregon, for tires, tubes and supplies furnished in the sum of $1241.00, against the bond taken from George E. Corliss Construction Co. as prime contractor and American Surety Company through John Danforth, Delake, Oregon. State Highway Contract No. 5731.

We are enclosing three copies of the claim for your information and files.

Kindly acknowledge receipt of the copies on the enclosed carbon copy for our records.

Sincerely,

HOWELL APPLING, JR.
Secretary of State

By

Public Records Section

GS:J
Encls.

NOTED
FLOYD QUERY

RECEIVED
JAN 9 1961
OREGON
STATE HIGHWAY COMMISSION

NOTICE OF CLAIM

C. S. ORCUTT,
M. R. SUTTON, d.b.a.,
RETREAD HUT, a Co-partnership,

Claimant,

vs.

PAT NEEDHAM, Subcontractor of
GEORGE E. CORLISS CONSTRUCTION CO.,

Defendants.

TO: The Honorable Howell Appling, Jr., Secretary of State for Oregon.

NOTICE HEREBY IS GIVEN that the undersigned, C. S. ORCUTT and M.R. SUTTON, d.b.a. Retread Hut of Ontario, Oregon, have a claim against PAT NEEDHAM, a subcontractor of the George E. Corliss Construction Co., for the following tires, tubes. and supplies, to-wit:

5	truck tire tubes	900x20	@$ 7.86	each	$ 39.30
				Tax	4.05
1	Inside nut				.65
4	Outside nuts		@ .45		1.80
10	Nylon tires	900x20	@$112.00	each	1120.00
				Tax	75.20
			Total Amount of Claim		$1241.00

Claimants make this claim against the bond taken from GEORGE E. CORLISS CONSTRUCTION SO. as prime contractor and the AMERICAN SURETY COMPANY through John Danforth, Delake, Oregon, for the OREGON STATE HIGHWAY Contract #5731, for grading-topping the Langrell Corner-Halfway section, Lone Fir Road in Baker County, Oregon, said tires, tubes and supplies being furnished to Pat Needham, a sub-contractor on the above contract and going directly upon the above job immediately following the mounting of said tires on the Pat Needham equipment and the said George E. Corliss having notice of said account early in the fall of 1960, having admitted his knowledge of the account in a writing dated November 4, 1960,

RETREAD HUT
By C. S. Orcutt
Claimants

STATE OF OREGON)
) ss.
County of Malheur)

I, C. S. ORCUTT, being first duly sworn upon oath say that I am one of the Claimants named in the foregoing Claim, that I have personal knowledge of the facts therein set out and I know the contents thereof, and that the same is true as I verily believe.

RETREAD HUT

By ____________________

Claimants

Subscribed and sworn to before me this 21st day of December, 1960.

Notary Public for Oregon
My Commission Expires 3/17/62

Lie # 3747

FILED
DEC 23 1960
HOWELL APPLING, JR.
SECRETARY OF STATE

RECEIVED
DEC 23 1960
HOWELL APPLING, JR.
SECRETARY OF STATE

RECEIVED

MAX A. CUNNING GEO. H. BREWSTER JOHN M. COPENHAVER

LAW OFFICES OF
CUNNING, BREWSTER & COPENHAVER
TELEPHONE: REDMOND LI 8-2151
REDMOND, OREGON

RECEIVED

L-445 (1)

5731

File

December 19,
1960

Mr. Joseph D. Lane
Attorney at Law
Moore Hotel Bldg.
Ontario, Oregon

Re: Retread Hut Account
$1241.00

Dear Mr. Lane:

Mr. George E. Corliss has referred to us your letter of the 5th instant, concerning the assignment executed by Pat Needham of Vale, Oregon, dated October 29, 1960. Mr. Needham was employed by Corliss during the period September 14, 1960, to November 5, 1960. Under State Highway Job No. 5731 Mr. Corliss made payment of Needham's payroll, furnished gas and oil and other operating expenses, including truck tires.

It appears that after deducting such payments made by Corliss to Needham there will be no funds whatever due Needham, nor subject to assignment by him; however, final estimate on the job will not be had until February, 1961, at which time it may develop that Needham will have a small credit balance; and if so, the assignment will be recognized to the extent of that credit.

RECEIVED
OREGON
STATE HIGHWAY COMMISSION

Very truly yours,

Cunning, Brewster & Copenhaver

By ____________________
Max A. Cunning

MAC:lf

cc: Mr. Geo. E. Corliss
Route 2, Box 322
Bend, Oregon

cc: Oregon State Highway Commission
State Office Building
Salem, Oregon

cc: American Surety Co. of New York
Yeon Bldg., Portland, Oregon

cc: Mr. Pat Needham, Main St. So., Vale, Oregon

COPY

December 12, 1960

TO WHOM IT MAY CONCERN:

The account with Re-Tread-Hut at Ontario, Oregon was purchased on or before August 3, 1960 and used on my Cornucopia-Oxbow Dam job.
, and previous North Pine Creek job.

I started to work for Geo. E. Corliss on Halfway job contract #5731, on Sept. 14, 1960 and finished Nov. 5, 1960.

George Corliss bought me tires in the amount of $643.77 to begin the job and also four more tires shortly after.

Yours truly,

Pat Needham

Lyle Savage
Witness

RECEIVED
DEC 19 1960
OREGON
STATE HIGHWAY COMMISSION

GEO. E. CORLISS
CONTRACTOR
Rt. 2. Box 322
BEND--OREGON

File

December 10, 1960

Re: 39-600-650

American Surety Co.
Portland, Oregon

Dear Mr. Lane:

In reply to your recent letter we find in out books the first week that Mr. Needham's trucks worked for us was the week from Sept.11to Sept. 17. We bought $643.77 from Roy and Owen's Service, Baker, for him to use on our job #5731; also four additional tires so he could finish the job.

We know that the tires bought from Re-Tread-Hut, Ontario, were purchased August 3, for Needham's previous job--Cornucopia to Ox-bow Dam.

As Mr. Needham signed an agreement for us to pay the above account to Re-Tread-Hut, we will pay this if there is sufficient money coming to him after all bills pertaining to job #5731 and charged to Pat Needham are paid, that were authorized by us and all accounts were closed November 8, 1960.

Yours very truly,

Geo E Corliss
Owner

Spperintendent

CC:
Oregon State Highway
Salem, Oregon

~~CC:~~
[redacted]
~~Ontario, Oregon~~

RECEIVED
DEC 1 9 1960
OREGON
STATE HIGHWAY COMMISSION

NOTED
LLOYD QUERY

RECEIVED
DEC 19 1960
FOR FILING
1-445 (1)
5731

Salem, Oregon
December 14, 1960

Mr. Ivan Merchant

Herewith copies of letters from Mr. Klaboe and Mr. Cooper concerning some confusion with reference to plans for a culvert on the Langrell Corner-Halfway Section of the Lone Fir Road in Baker County.

I would appreciate your advice as to what happened.

G. S. Paxson
Assistant State Highway Engineer

Attach.

GSP:ae

FORM E-20X 80M 7-59 22125

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
December 6, 1960

SUBJECT:

To: G. S. Paxson

We have a request for an increase in workdays on Contract 5731, George E. Corliss, contractor on the Langrell Corner-Halfway Section in Baker County.

I have had this matter investigated and find that the contractor's contention, that he was delayed in getting plans for a box culvert, is apparently valid.

I am attaching a copy of a letter from Fred Klaboe which gives the chronology. It would appear that part of this unusual delay is chargeable to the Construction Division who, for some reason, did not get data sheets to the Bridge Division until August 18, more than a month after the award of the contract. The letter also states that the design for the culvert extension was forwarded to the contractor on October 15, nearly two months after the data was furnished to the Bridge Division. I do not know what was involved, but it would appear that these delays were completely unreasonable.

Would you please look into this matter and then discuss it with me. I am principally concerned with determining if there is some procedural revision necessary to correct such unusual delays.

Forrest Cooper

Forrest Cooper

FC:fn

Attach

cc Mr. Williams

FORM E-30 50M 7-60 29395

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
December 1, 1960

SUBJECT: Langrell Corner-Halfway Section
Lone Fir Road
Contract No. 5731

To:
Mr. Forrest Cooper
Deputy State Highway Engineer
Office

The contractor on this project, George E. Corliss, has requested that his work time be increase 20 days from an allotted 70 to 90 without assessment of liquidated damages.

The basic reason is the State's failure to supply box culvert extension plans early enough to assure their completion within the 70 days allotted. His allegations are true and he should be granted an extension of time. For your information, I list below, in chronological order, the sequence of events concerning these culvert extensions:

1. Job awarded July 7, 1960.
2. Workday count started July 18, 1960.
3. Field data culvert sheets submitted to Bridge August 18, 1960.
4. Field sent a trace direct to Bridge, September 30 asking when designs would be forwarded.
5. Design was finally forwarded October 15 and the contractor began work.
6. We estimate that the work would take two weeks to do and four weeks curing time for a total of six weeks.
7. Six weeks is enough time to take up to November 30, the time count stop date.
8. The contractor overran his workday count at the end of the day November 30, 14 days.

It is therefore recommended that the contractor be awarded 14 extra days without the assessment of liquidated damages. As this is a secondary project, it is not necessary to secure Bureau of Public Roads' approval.

A rough draft of a letter to the Commission is enclosed.

Tom Edwards
Construction Engineer

By F. B. Klaboe
F. B. Klaboe
Field Construction Engineer

RECEIVED
DEC 2 1960
OFFICE OF
STATE HIGHWAY ENGINEER

FBK:fp
Enc.

REFERRED TO
By Ass't. Construction Engineer

RECEIVED
DEC 13 1960
FOR FILING

E445 (1)

5731

H

December 12, 1960

Mr. Geo. E. Corliss
Route 2, Box 322
Bend
Oregon

Dear Sir:

The State Highway Commission at its meeting held on December 12, 1960, had under discussion your request for an extension of time for 20 additional workdays from 70 days to 90 days within which to complete your contract #5731 without the assessment of liquidated damages, for grading-topping the Langrell Corner-Halfway Section of the Lone Fir Road in Baker County.

We are pleased to inform you that the Highway Commission granted you 14 additional workdays. The Commission's action was based upon the recommendation of the State Highway Engineer, whose report on the subject considered, but did not necessarily adopt any of the reasons given by you for the failure to complete the project within the specified time limit.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

do

cc: A. F. Parson
Loren A. Weber
Tom Edwards
R. L. Porter
C. H. Maisen

RECEIVED
DEC 8 - 1960
FOR FILING

E-446 (1)

5731

December 7, 1960

American Surety Co.
725 Yeon Building
Portland 4, Oregon

Attention: Mr. David A. Lewis
Asst. Manager

Gentlemen:

A letter, dated December 2, has been received from Joseph B. Lane, an attorney, on behalf of his client, Re-Tread-Hut, Ontario, advising that Pat Needham Co., subcontractor for Geo. E. Corliss, owes them an amount of $1,241.00 for tires.

This appears to be in connection with State Highway Contract No. 5731, on which Geo. E. Corliss is prime contractor, for grading and topping the Langrell Corner-Halfway Section of the Lone Fir Road in Baker Highway.

We provide this information as your company appears as surety on the performance bond furnished with this contract.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

CC:
John Danforth
Delake
Oregon

Geo. E. Corliss
Rt. 2, Box 322
Bend, Oregon

NOTED ON CARD
dc

CWH:fp

RECEIVED
DEC 8 - 1960

FOR FILING
5-44(1)

5731

December 7, 1960

Mr. Joseph D. Lane
Attorney at Law
Moore Hotel Building
Ontario, Oregon

Dear Sir:

This will confirm our telephone conversation of this date and acknowledge your letters of December 2 and 5 concerning Geo. E. Corliss Contract No. 5731 for grading and topping the Langrell Corner-Halfway Section of the Lone Fir Road in Baker County.

You state that Pat Needham Co., subcontractor for Geo. E. Corliss on this contract, owes Re-Tread Hut an amount of $1,241.00 for tires in connection with this contract.

As of December 2 this contract was approximately 97% complete. The American Surety Company, through John Danforth, Delake, furnished the performance bond, which bond is given to assure completion of the contract and payment of all bills incurred in it.

We make no effort to determine the validity of a claim, and contract payments are not withheld by us unless requested by the surety or by our own department.

If your client wishes to protect his claim under the bond, it should be filed with the Secretary of State within six months after the contract has been accepted by the State Highway Commission. As requested, we are attaching excerpts from the Oregon Laws outlining the filing procedure.

In the interim, this information will be noted in our records and we will advise the surety and the contractor that it has been received.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

Enc.
CWH:fp

NOTED ON CARD

PHONE TUCKER 9-5008

JOSEPH D. LANE
ATTORNEY AT LAW
MOORE HOTEL BUILDING
ONTARIO, OREGON

December 5, 1960

Oregon State Highway Commission
Highway Office Bldg.
Salem, Oregon

Gentlemen:

I inclose herewith a copy of a letter recently mailed to Mr. Needham, a subcontractor on State highway Contract #5731 wherein George E. Corliss is prime contractor and the American Surety Co. are on the performance bond.

Can we have some assurance from the Highway Commission that the payment of moneys now due,or to become due, under the terms of this contract will be withheld pending some amicable settlement of the account of the Re-Tread Hut of Ontario, Oregon?

Thanking you very kindly for your assistance, I am

Very truly yours,

J. D. Lane
Attorney at Law

JDL:ah
Enc:

RECEIVED
DEC - 7 1960
OREGON
STATE HIGHWAY COMMISSION

JOSEPH D. LANE
ATTORNEY AT LAW
MOORE HOTEL BUILDING
December 5, 1960
TUcker 9-6008

Mr. Pat Needham
Main St. South
Vale, Oregon

Re: Re-Tread Hut Account-$1241.00

Dear Mr. Needham:

In view of your failure to pay the above mentioned account and further in view of the failure of George E. Corliss of the Corliss Construction Co. of Bend, Oregon to make payments on the assignment which you executed under date of October 29, 1960, the creditor has no other alternative at this time than to take the matter up with the Oregon State Highway Commission in connection with Contract #5731 and the American Surety Co. of New York, who furnished the performance bond because the tires furnished and for which the above account was contracted went directly upon this job and should be paid out of the funds derived therefrom and a request for the State of Oregon to discontinue payments on Contract #5731 will be made pending our continued amicable attempt to settle this account and failure to arrive at any such settlement will be followed by immediate litigation for the balance due, together with accruing costs.

Yours very truly,

JDL:ah

J. D. Lane
Attorney at Law

cc to George E. Corliss
Rt. #2 Box 322
Bend, Oregon

American Surety Co. of New York
Yeon Bldg.
Portland, Oregon

Oregon State Highway Commission
Highway Office Bldg.
Salem, Oregon

COPY

PHONE TUCKER 9-8008

JOSEPH D. LANE
ATTORNEY AT LAW
MOORE HOTEL BUILDING
ONTARIO, OREGON

December 2, 1960

State Highway Commission
State Office Building
Salem, Oregon

Re: George E. Corliss Construction Co.

#5731

Gentlemen:

The above named Corliss Construction Co. has just completed a contract for the State Highway Commission near Halfway, Oregon. A considerable part of the work involved in this contract was sub-contracted to Pat Needham of Vale, Oregon, who also sometimes operates under the name of Needham & Gardner.

At the time the sub-contracter started working on this job he contacted the Re-Tread Hut, an automobile tire firm located in Ontario, Oregon, at which time he bought $1241.00, including tax, in tires for his equipment to be used on this job and on the occasion of the placing of said tires on said equipment the equipment was taken immediately to Halfway, Oregon on the above mentioned job.

My clients, the Re-Tread Hut owners, have endeavored on several occasions to effect collection of their account and at one time obtained an order upon Corliss Construction Co. signed by Pat Needham Co. authorizing Corliss Construction Co. to pay the account out of moneys due Pat Needham. George Corliss would never accept or acknowledge the order, as it was prepared, however, he did sign a statement to the effect that he agreed to the assignment "but all bills pertaining to Halfway job will be paid first." Since the job is completed, or at least so we are informed, we have contacted Corliss because the date of the first payment is now thirty days past, and he has told the writer in a telephone cnnversation that he, Corliss, is doubtful as to whether there will be any money for Needham after payment of bills. Since this is a complete switch in the kind of conversation we have been getting from these people pertaining to this tire account I am taking this manner of approach and request the Oregon State Highway Commission to hold up further payment on this contract and to furnish us with the name of the bonding company for Corliss Construction Co. on this job.

If this letter and information is not sufficient to hold up payment on this contract then I request your office to

12/7/60
Pd. to date $56,491.56
Ret.% $5,087.90

As of Dec. 2
Approx-97% completed

Anticipated completion date Dec. 15th

telephone me collect advising me of the exact nature of the situation so that we can proceed with litigation and garnishment of the funds.

Thanking you for your co-operation in this regard, I remain

Very truly yours,

JDL:ah

J. D. Lane
Attorney at Law

RECEIVED
DEC - 5 1960
OREGON
STATE HIGHWAY COMMISSION

H

RECEIVED
[illegible] - 1960

S-445 (1)

5731

December 7, 1960

Oregon State Highway Commission

Extension of Time
No. 3
December 12-13 Meeting

Gentlemen:

The contractor, George E. Corliss, on the Langrell Corner-Halfway Section of Lone Fir Road in Baker County, Contract No. 5731, has requested that his work time be extended twenty (20) days from the seventy (70) days allocated to ninety (90) days without the assessment of liquidated damages.

The basic reason for this request is that the State did not supply plans for box culvert extensions early enough to assure completion of the project on time. His allegation is true inasmuch as he was not supplied with plans for the extensions until October 15. Construction time of two weeks and curing time of four weeks would result in the normal completion on November 30, the date when work time count for this construction season ceases.

Since the contractor overran his time count 14 days through November 30, 1960, it is recommended that an increase of 14 days be granted without the assessment of liquidated damages.

This matter will be on the agenda for the December 12-13 meeting.

Very truly yours,

W. C. Williams
State Highway Engineer

cc: Tom Edwards
FBK:fp ms

RECEIVED
DEC 2 - 1960

FOR FILING
2-445 (1)

5731

December 1, 1960

Mr. Marion Sutton
Retread Hut
532 East Idaho Avenue
Ontario, Oregon

Dear Mr. Sutton:

This is to acknowledge your letter of November 29 concerning the George Corliss Construction Company Contract in vicinity of Halfway. From the description in your letter this appears to be State Highway Contract 5731, George E. Corliss, Prime Contractor, grading-topping the Langrell Corner-Halfway Section, Lone Fir Road in Baker County.

The American Surety Company, through John Danforth, Delake, Oregon, furnished the performance bond, which bond is given to assure completion of the contract and payment of all bills incurred in it.

This office does not maintain a list of subcontractor's surety companies.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

CWH:rj

NOTED ON CARD
Dc

RECEIVED
DEC 1 - 1960
FOR FILING

November 29, 1960

State Highway Commission
State of Oregon
Salem, Oregon

Re: George Corliss Construction
Burns, Oregon
Pat Needham Construction
Vale, Oregon

#5731

Gentlemen:

The George Corliss Construction Company, Burns, Oregon has a State Highway job out of Halfway, Oregon. They have subbed a portion of the job to Pat Needham Construction Company, Vale, Oregon.

We, Retread Hut, Ontario, Oregon have sold tires to the Pat Needham Construction Company for this job and they have failed to pay the bill as agreed.

It is our understanding the Corliss Construction Company bonding Company is standing behind the Needham Construction Company; therefore would your office please advise us as to who the bonding Company is for the Corliss Construction Company and if the Needham Construction has a bond their bonding company also.

Thanking you for your cooperation, I remain

Respectfully yours,

Marion Sutton

Marion Sutton
Retread Hut
532 East Idaho Avenue
Ontario, Oregon

MS/mn

Ic. please handle

RECEIVED
DEC - 1 1960
OREGON
STATE HIGHWAY COMMISSION

FORM E-20 50M 11-58 15890

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

NOTED
H. S. COX

NOTED

Baker, Oregon
October 17, 1960

SUBJECT: Change of irrigation diversion point.
Contract # 5731
Langrell Corners Halfway

To:

C. G. Swenson
City and County Relations Engineer
State Highway Building
Salem, Oregon

FAS 521

NOTED

Attention: H. S. Cox

As requested I hav e talked to the county judge and the county Road-master about the proposed change of the irrigation system on the sub ject project and they agree that since the property owners want the change and that the change can be made at a savings to the State and County, said change should be made.

I am preparing written statements for both Summers and Shock in which they agree to the change.

Loren A Weber

Loren A. Weber
Resident Engineer.

cc A F Parsen

NOTED
JOHN D. GRAHAM

RECEIVED
OCT 19 1960
ENGINEER
COUNTY & CITY RELATIONS

Phoned Weber 10-14-60, asked him to take this up with Co. Judge & get Courts approval & then advise this office.

R.S. Cox

10-14-60

FORM E-30 50M 7-60 29398

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

NOTED
H. S. COX

Salem, Oregon
October 13, 1960

SUBJECT: Langrell Corner-Halfway
Lone Fir Road
Baker County

To: Mr. C. G. Swenson
County-City Relations Engineer
BUILDING

RECEIVED
OCT 14 1960
ENGINEER
COUNTY & CITY RELATIONS

Enclosed find copies of letters from Mr. Weber and Mr. Coulter along with a sketch map concerning a proposed change in the irrigation setup near Station 102 on this section. This is a right of way item and, since the right of way was County-acquired, we are forwarding the request to you for execution with our favorable recommendation.

Please have the County clear the deal and inform the Division Office of the results.

Tom Edwards
Construction Engineer

By F. Klaboe
F. B. Klaboe
Field Construction Engineer

FBK:jw

Attach.

cc H. S. Coulter

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

La Grande, Oregon
October 10, 1960

SUBJECT: Langrell Corner-Halfway
Lone Fir Road - FAS 521

To:

Mr. Tom Edwards
Construction Engineer
Salem

Attached hereto is a sketch map and a copy of a letter from Resident Engineer Weber regarding a possible change in an irrigation system on the subject section. Placing the diversion box at either location A (as shown on the plans) or at location B would cause water to be backed up through the 58-inch arch type CMP we have installed under the road. It also forces the water, that is used only by Mr. Shock, to flow across about 800 feet of property owned by a Mr. Sommers.

Proposal C requires rebuilding of the ditch across the west side of Mr. Shock's property and incorporates the rebuilding on an existing, deteriorated wooden diversion box with a box to divert water into the ditch running east from Station 102. As stated in Mr. Weber's letter, Mr. Shock is willing to pay $100 of the cost of this plan.

We recommend approval of the use of the third alternate with the diversion box at C for the following reasons.

1. It requires the smallest expenditure of money.
2. It will not back as much water through our culvert with the possibility of soaking the subgrade.
3. It is the plan wanted by the property owners which is bound to leave them better satisfied.

Mr. Weber is obtaining written permission from the property owners involved. If you approve of the change as recommended, a check in the amount of $100 will be collected.

CONSTRUCTION DIVISION
RECEIVED
OCT 12 1960
NOTED ☐ ☑ ☐ ☐ ☐

H. S. Coulter
H. S. Coulter
Assistant Division Engineer

HSC:dj
Encl.

Klahr

cc: L. A. Weber

FORM [illegible]

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Baker, Oregon
October 5, 1960

SUBJECT: Proposed change in irrigation system
Langrell Corner - Halfway
Contract # 5731

To:

A. F. Parson
Division Engineer
LaGrande, Ore.

Herewith a sketch map showing the location of the diversion box as shown on the plans, plus where we would construct it if we were to use the existing ditch, and where the property owners would like to have it built.

The first alternate with the box at A would have the disadvantage of having to construct a long ditch across a corner of the Sommers property. This would entail approximately 300 yd's of drainage excavation and would render useless the ground which it would cover. The approximate cost of this alternate would be: $ 1460.00.

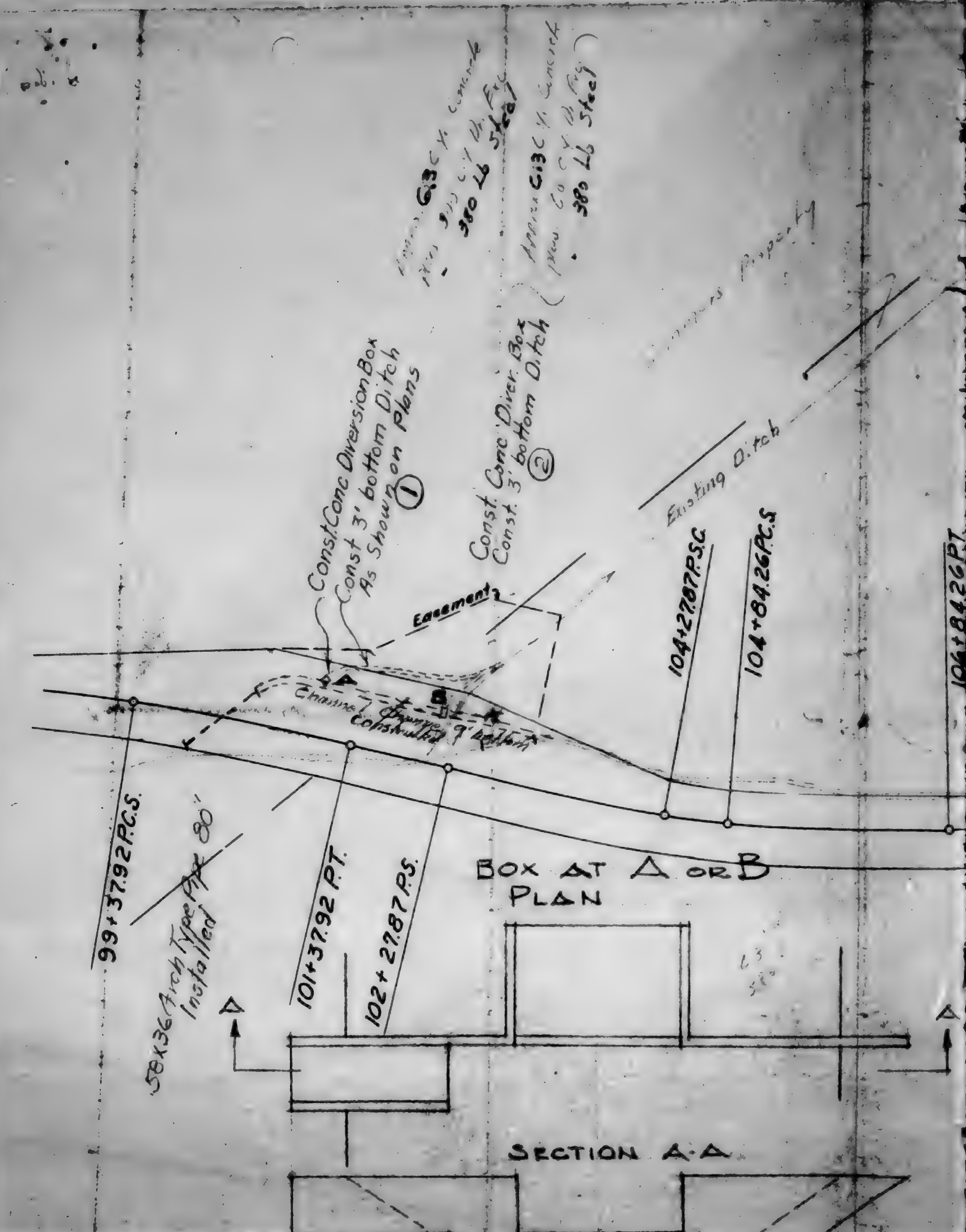
The second alternate with the box at B would put the diversion box as near as possible to the existing ditch and still have firm ground to key it to. This alternate would require the same size diversion box as A but would require a much shorter outlet ditch. These first two alternates have the further disadvantage of splitting a field owned by Sommers while furnishing water only to the Shock property. Alternate B costs approximately $ 740.00.

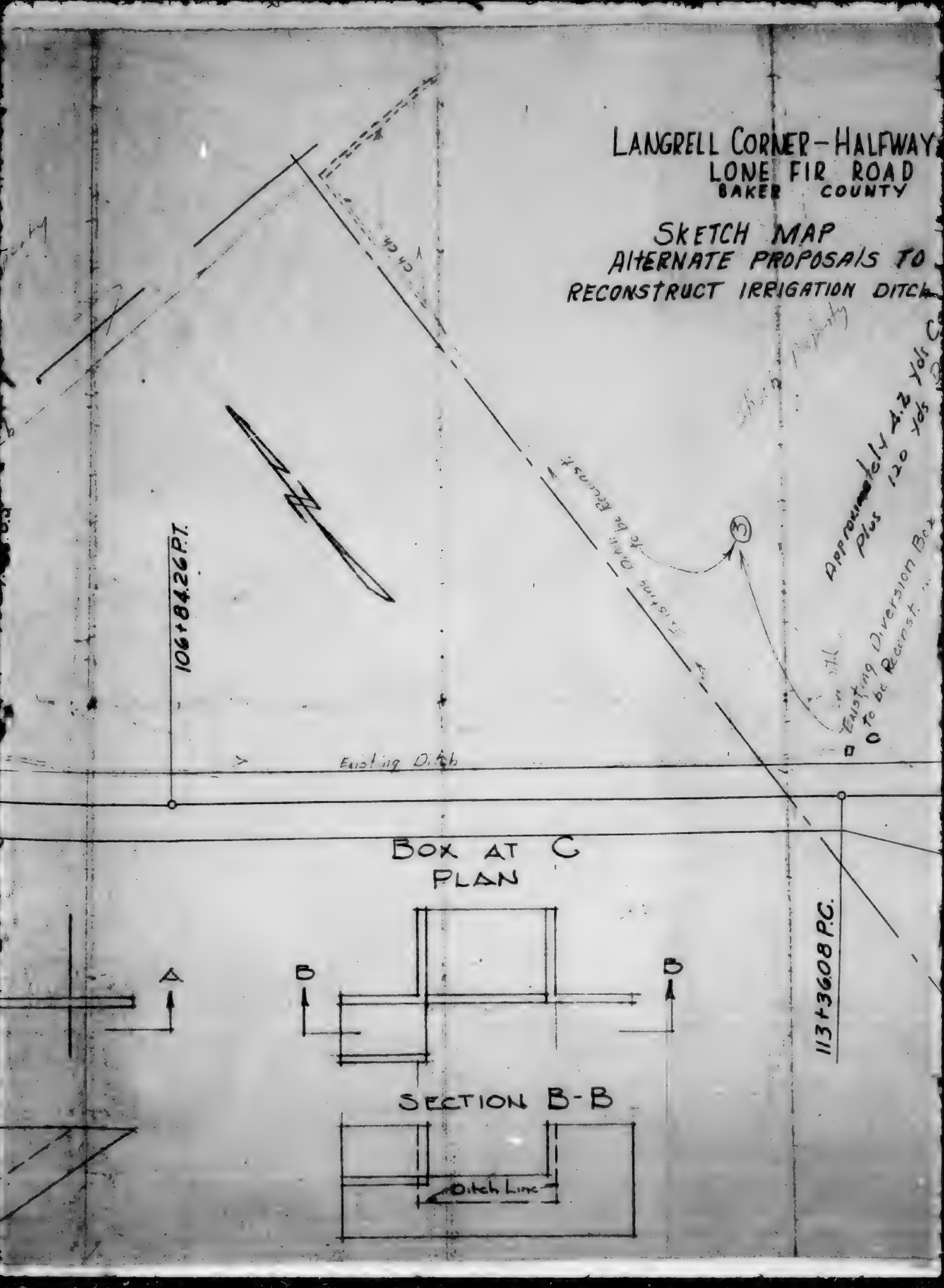
The third alternate with the diversion box at C would allow Mr. Sommers to unite the two adjoining fields and place the ditch furnishing Mr. Shock water entirely on his own place. Mr. Shock is willing to pay $ 100.00 of the cost of this alternate. Alternate C would require a much smaller diversion box. The cost of this alternate minus the $ 100.00 that Shock will contribute is approximately: $ 600.00

The contractor has been approached regarding this proposal and has stated that whatever we decide will be satisfactory with him. Alternate C was advanced by the property owners entirely without any suggestions from me. Therefore no pressure has been brought by the State to favor this alternate.

Loren A Weber
Loren A. Weber
Resident Engineer

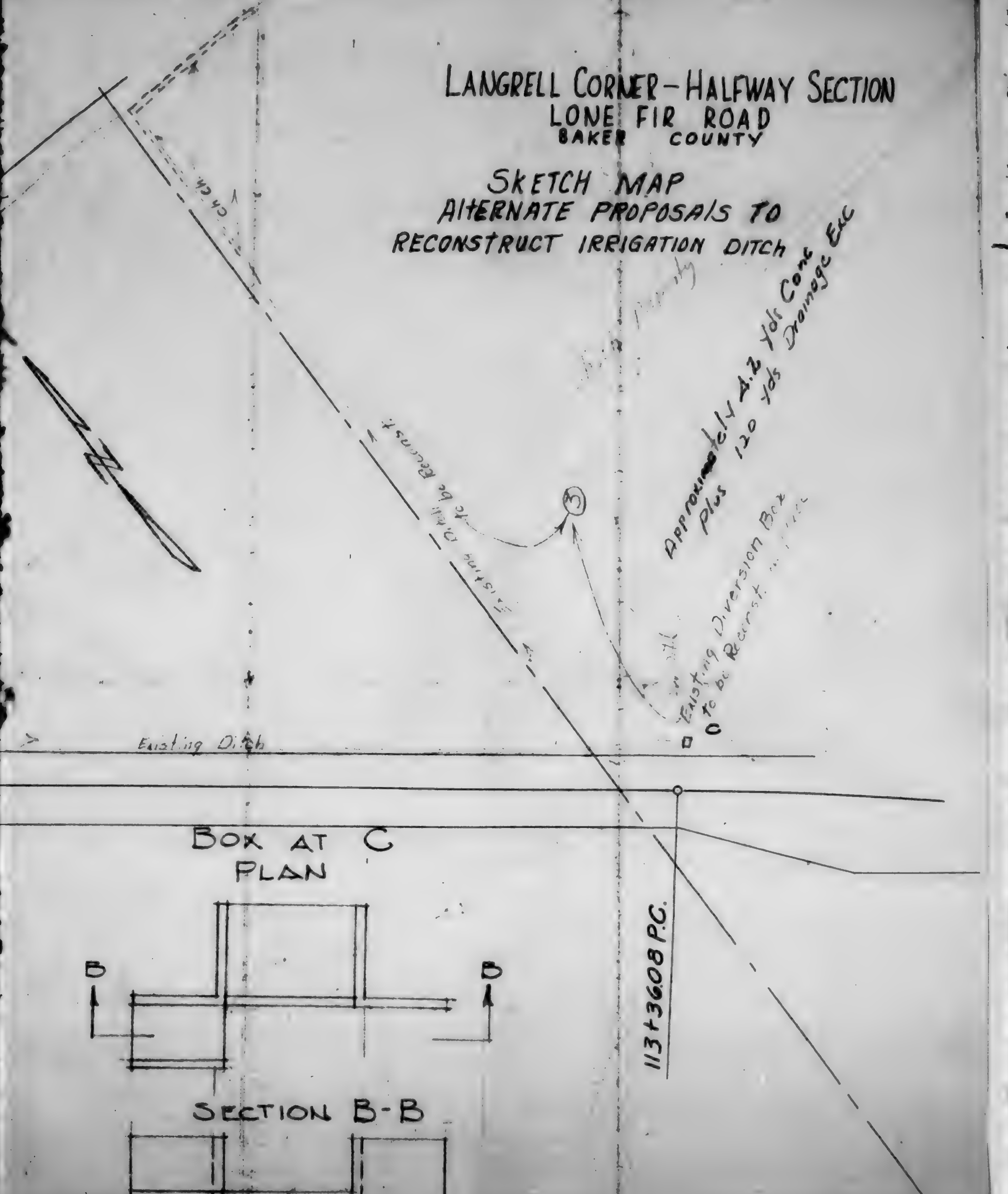
RECEIVED
DIVISION OFFICE
[illegible]


Approx 6.3 C Y concrete
Plus 9.0 C Y Dr. Fig
380 Lb Steel
Approx 6.3 C Y concrete
Plus 6.0 C Y Dr. Fig
380 Lb Steel
Company's Property
Const. Conc. Diversion Box
Const 3' bottom Ditch
As Shown on Plans
①
Const. Conc. Diver. Box
Const. 3' bottom Ditch
②
Existing Ditch
Easement
A
B
Channel change
Construct 9' bottom
104+27.87 P.S.C.
104+84.26 P.C.S.
104+84.26 P.T.
99+37.92 P.C.S.
101+37.92 P.T.
102+27.87 P.S.
58x36 Arch Type ~~Pipe~~ 80"
Installed
BOX AT A OR B
PLAN
A
A
6.3
380
SECTION A-A
Ditch Line

LANGRELL CORNER-HALFWAY
LONE FIR ROAD
BAKER COUNTY
SKETCH MAP
AlTERNATE PROPOSALS TO
RECONSTRUCT IRRIGATION DITCH
Approximately 4.2 yds C
plus 120 yds
Existing Ditch to be Reconst.
Ⓑ
Existing Diversion Box
to be Reconst.
C
106+84.26 P.T.
Existing Ditch
113+36.08 P.C.
BOX AT C
PLAN
A
B
B
SECTION B-B
Ditch Line

LANGRELL CORNER - HALFWAY SECTION
LONE FIR ROAD
BAKER COUNTY

SKETCH MAP
ALTERNATE PROPOSALS TO RECONSTRUCT IRRIGATION DITCH


Check
Existing Ditch to be Reconst.
③
Approximately A.2 Yds Conc
Plus 120 Yds Drainage Exc
Existing Diversion Box to be Reconst.
C
Existing Ditch
113+36.08 P.C.
BOX AT C
PLAN
B
B
SECTION B-B
Ditch Line

RECEIVED
AUG 23 1960
FOR FILING
S-445 (1)

5731

August 22, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was started on August 17, 1960, on Contract No. 5731, Langrell Corner-Halfway Section, in Baker County, in connection with Federal Aid Project No. S-445(1)

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

DBP:sw

Contract 5731 8 22 60

RECEIVED 8-24 1960 FOR FILING

Monthly Transaction No.	Fo R-2 (8 57) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	State **Oregon**
Project Report No. S-445 (1) 5731	**FEDERAL-AID PROJECT AGREEMENT** 8-22-60	County **Baker** Project No. **S-445(1)**

The State, through its Highway Department, having complied with the terms and conditions set forth in the Federal-Aid Road Act, approved July 11, 1916 (39 Stat. 355), as amended and supplemented, and in the Regulations issued pursuant thereto by the Secretary of Commerce, relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein.

Project termini

Co. Rd. Langrell Corner to Halfway

Project classification or class of work	Effective date of authorization	Approximate length *(Miles)*
Highway planning		
Preliminary engineering		
Rights-of-Way		
Construction	**4-1-60**	**3.2**
Other *(Specify)*		

FUNDS

Estimated total cost of project $ **75,227**	Federal funds $ **45,100**

The State further stipulates that pursuant to said Act and Regulations, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By
State Highway Engineer
(title)

By ____________________
(title)

By ____________________
(title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

XX **C. G. Polk**
Division Engineer

By: **R. C. Wright**
Administrative Manager

Date executed by Division Engineer **August 22, 1960**

August 17, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding two copies of project agreement, signed by the Highway Commission, for the Langrell Corner-Halfway Section, Project No. S-445(1).

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

RNC:bb

July 27, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding four copies of estimate as a basis for project agreement for the Langrell Corner-Halfway Section, Project No. S-445(1).

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

RLP:sw

Enc.

Oregon State Highway Department

Federal Aid Secondary
Project No. S-445(1)

LANGRELL CORNER-HALFWAY SECTION OF THE LONE FIR ROAD IN BAKER COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, July 27, 1960

Type Code 0011
Roadway (Sta. 0+00 to Sta. 172+15)(Contract No. 5731)

Clearing and Grubbing	All	Required		$ 1,000.00
Drainage Excavation, Unclassified	1,500	cu.yds.	$ 2.50	3,750.00
Special Borrow Excavation, Unclassified	5,540	cu.yds.	0.90	4,986.00
General Excavation, Unclassified	9,870	cu.yds.	0.48	4,737.60
Short Overhaul	43,700	yd.stas.	0.02	874.00
Long Overhaul	4,600	C-yd.stas.	0.30	1,380.00
Finishing Roadbed and Slopes	3.26	miles	1,000.00	3,260.00
12-inch Corrugated Metal Pipe	340	lin.ft.	3.90	1,326.00
15-inch Corrugated Metal Pipe	80	lin.ft.	4.60	368.00
18-inch Corrugated Metal Pipe	200	lin.ft.	4.90	980.00
24-inch Corrugated Metal Pipe	250	lin.ft.	7.00	1,750.00
48-inch Corrugated Metal Pipe	26	lin.ft.	22.00	572.00
15-inch Concrete Pipe	10	lin.ft.	5.00	50.00
18-inch Arch Type Corrugated Metal Pipe	14	lin.ft.	4.00	56.00
29-inch Arch Type Corrugated Metal Pipe	14	lin.ft.	9.00	126.00
36-inch Arch Type Corrugated Metal Pipe	40	lin.ft.	11.00	440.00
50-inch Arch Type Corrugated Metal Pipe	16	lin.ft.	23.00	368.00
58-inch Arch Type Corrugated Metal Pipe	150	lin.ft.	26.00	3,900.00
Salvaging and Reinstalling Culvert Pipe	80	lin.ft.	4.00	320.00
Salvaging and Stockpiling Culvert Pipe	70	lin.ft.	3.00	310.00
8-inch Perforated Metal Drain Pipe	300	lin.ft.	2.25	675.00
Special Backfill in Drains	50	cu.yds.	3.00	150.00
Class "A" Concrete	40	cu.yds.	85.00	3,400.00
Metal Reinforcement	4,000	lbs.	0.14	560.00
Selected Roadbed Topping	28,000	cu.yds.	1.10	30,800.00
Sprinkling	600	M-gals.	3.00	1,800.00
				$67,838.60
Flagging (57 1/2% of Contractor's Cost)	All	Required		300.00
Signing	All	Required		250.00
	Subtotal			$68,388.60
	10% Engr. & Cont.			6,838.40
		Total		$75,227.00

Length of Roadway	3.260 Miles
Cost of Roadway Per Mile	$23,075.76

Federal Funds	$45,100.00
State Funds	15,063.50
County Funds	15,063.50
	$75,227.00

State Funds for Const: Chap. 175, laws 1917; Chap. 31, laws 1920;
Chap. 529, laws 1939.

Funds for Maint: Chap. 529, laws 1939.

__Note__: Necessary funds have been deposited by Baker County with the Highway Department.

RECEIVED
AUG 22 1960
FOR FILING

H

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

5-445 (1)
5731

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

August 19, 1960

Mr. Geo. E. Corliss
Route 2, Box 322
Bend
Oregon

Dear Sir:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission:

> Contract #5731, awarded July 7, 1960, for grading-topping the Langrell Corner-Halfway Section of the Lone Fir Road in Baker County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc
Encl.

OREGON STATE HIGHWAY DEPARTMENT

INVOICE

DATE	BILLING REQ. NO.	YOUR ORDER NO.	CREDIT DISTRIBUTION
7/21/60	cc 624		501-1042-297

NOTED
H. S. COX

NOTED
C. G. SWENSON

INVOICE NUMBER
65761

Baker County
Baker, Oregon

Attn: County Court

MAKE CHECKS PAYABLE TO
THE OREGON STATE HIGHWAY DEPARTMENT

SEND REMITTANCE TO:
OREGON STATE HIGHWAY DEPARTMENT
STATE HIGHWAY BUILDING
SALEM, OREGON

DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE
Advance Deposit			$19,623.64
Partial transfer county advance deposit for Langrell Corner-Halfway Section, FAS 521, covered by agreement dated June 3, 1960			12,223.64
To be retained			$ 7,400.00

RECEIVED
1960
ENGINEER
COUNTY & CITY RELATIONS

ACKNOWLEDGMENT OF BILLING REQUEST

Cash Received with Request: $

By

A 150X (REVISED 5-60)

NOTED
H. S. COX

NOTED
V R [illegible]

NOTED
C. G. SWENSON

July 15, 1960

Baker County Court
Courthouse
Baker, Oregon

NOTED
Harold C. Ayers

Gentlemen:

This is to advise that Baker County has on deposit with the State a total of $19,623.59. Of this amount $15,423.59 will be credited as advance deposit for the Langrell Corner-Halfway Section of FAS 521. Contract No. 5731 has been awarded to George E. Corliss.

A copy of the contract for your files and also another set of plans and specifications are enclosed. If you should need additional plans or specifications, please advise and they will be furnished promptly.

Very truly yours,

W. C. Williams
State Highway Engineer

By

H. S. Cox
Assistant County & City Relations Engineer

HSC:mm
Encl.

RECEIVED
JUL 1960
FOR FILING

S 405 (1)

5731

9

July 19, 1960

American Surety Company
600 Yeon Bldg.,
Portland 4,
Oregon

ATTENTION: Bond Department

Gentlemen:

In response to our phone conversation earlier this p.m., regarding Power of Attorney for John Danforth on contract #5731 awarded July 7, 1960, to Geo. E. Corliss for grading-topping the Langrell Corner-Halfway Section of the Lone Fir Road in Baker County, you will find enclosed the two executed copies as mentioned in our conversation.

As Mr. Danforth's Power of Attorney is limited to $50,000, and the performance bond on this contract is for $67,838.60, it will be necessary to furnish us with a Power of Attorney for an increased amount in Mr. Danforth's name and if this cannot be accomplished, then we will need the signature of some one else as Power of Attorney and Resident Agent countersigning.

When you have made your adjustment on the Power of Attorney for this contract, please return both copies to this office for further handling.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

RECEIVED
FOR FILING

Cc' Jury -

OREGON STATE HIGHWAY DEPARTMENT
OFFICE OF THE SECRETARY

MULTILITH RECORD

Month June 1960

Department	No. of Mats	Bond # 16	Bond # 20	Misc.	Total
Accounting	35		2,405	305	2,710
Administration	72	5,585	140	3,720	9,445
Bridge	808	90	99,080	5,900	105,070
Bureau of Public Roads	3	760			760
Construction	53	5,290	490	3,228	9,008
County-City Relations	28	1,881	120	12	2,013
Data Processing	1	220			220
Equipment					
Highway Interim Comm.					
Highway Shops	12	1,200		2,040	3,240
Legal	1,167	32,354	5,523	28,606	66,483
Maintenance	138	12,820	415	1,660	14,895
Office Engineering	1,268	86,339	58,633	23,972	168,944
Parks	61	8,800	1,020		9,820
Permit	67	11,688	760	4,476	16,924
Personnel	76	7,205	3,707	12,065	22,977
Radio	6	720			720
Secretary	553	26,759	41,670	16,152	84,581
Traffic Engineering	73	805	8,943	5,425	15,173
Travel	10	1,960		1,040	3,000
Weighmaster	23		875	1,080	1,955
Landscape	1	220			220
TOTALS	4,455	204,696	223,781	109,681	538,158

#5731 A

RECEIVED
JUL 28 1960
FOR FILING
S.445(1)

5731

Salem, Oregon
July 14, 1960

MISC. CONTRACTS and
AGREEMENTS No. 2253

FAS Project Agreement
Baker County

Mr. C. G. Swenson
City & County Relations Engineer
Office

Attention: Mr. John D. Graham
County & City Relations Office Engineer

Attached is a conformed copy of a cooperative construction agreement with Baker County covering the Langrell Corner-Halfway Section on FAS 521 in Baker County.

A fully executed copy of the above agreement has been retained in this office for the Commission's files and one fully executed copy has been sent to the County Court of Baker County.

Secretary

rn
Attach: 1

FORM E-30X 50M 7-59 22125

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 5, 1960

SUBJECT: FAS Project Agreement
Baker County

To: Mr. G. S. Paxson
OFFICE

Attached are three copies of an agreement covering the Langrell Corner-Halfway Section on FAS 521 in Baker County. Two copies have been executed by the Court and are now ready for signature by the Highway Commission. Both copies require your signature of approval.

The project was approved 12/16/59.

John D. Graham.
John D. Graham
County & City Relations Office Engineer

JDG:mm
Att.

RECOMMENDED FOR APPROVAL
G S Paxson
Assistant State Highway Engineer

RECEIVED
JUL 6 1960
OFFICE OF
STATE HIGHWAY ENGINEER

A

RECEIVED
JUL 15 1960
FOR FILING

A 445 (1)

5731

July 14, 1960

County Court of Baker County
Court House
Baker, Oregon

Gentlemen:

We are enclosing for the records and files of Baker County a fully executed copy of an agreement between the State Highway Commission and Baker County covering the Langrell Corner-Halfway Section of FAS 521 in Baker County.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

rn
Enc.

NOTED
H. S. COX

Oregon State Highway Commission
State Highway Building
Salem, Oregon

7-6-60

Attention: County & City Relations Division

Federal Aid Project No. S-445(1)

Name of Project
Langrell Corners-Halfway Section

(FAS 521)

Gentlemen:

We hereby certify that, to the best of our knowledge and belief, all rights of way or rights of entry for the above-referred to Federal Aid Project ha~~ve~~ been secured.

Dated at Baker, Oregon, this 6th day of July, ~~19~~ 1960.

Baker County Court

Lloyd Rea
Judge

Commissioner

Commissioner

File # 31074
31075
31076
31081

NOTED
[illegible]

NOTED
H. S. COX

NOTED
Harold C. Ayers

July 1, 1960

Baker County Court
Courthouse
Baker, Oregon

Gentlemen:

On June 30, a satisfactory bid was received from George E. Corliss of Bend, Oregon, for construction of the Langrell Corner-Halfway Section of FAS 521. As per agreement between County and State, the following advance deposit is required of the county prior to awarding of a contract:

Bid Items	$67,838.60
Anticipated Additional Items	
Flagging	300.00
Signing	250.00
	$68,388.60
Engineering & Contingencies, 12½%	8,548.58
Estimated Total Cost	$76,937.18
County Advance Deposit:	
20% of $76,937.18	$15,387.44 or say $15,400

The following credits and advance deposits from Baker County are already on hand:

Refund from Eagle Creek Bridge, FAS 511	$ 2,452.11
" " Wingville Section, FAS 506	1,171.48
Prepaid advance deposit, 7/14/59	16,000.00
Total Advance Deposits on Hand .	$19,623.59

It will therefore be unnecessary for Baker County to make any further advance deposit in connection with this project.

Please be advised that the bid on the Pocahontas Section, FAS 506, has been rejected as being too high. It is presently planned to re-advertise this project July 28, and you will be contacted in the near future regarding this project.

Very truly yours,

W. C. Williams
State Highway Engineer

HSCox
By: H. S. Cox
Assistant County & City Relations Engineer

HSC:mm

NOTED
C. G. SWENSON

NOTED
H. S. COX

June 1, 1960

Baker County Court
Courthouse
Baker, Oregon

Gentlemen:

Enclosed are two copies of an agreement and a set of plans in connection with the Langrell Corner-Halfway Section of FAS 521.

This agreement covers, among other things, state and county participation in costs and provides for an advance deposit to be made by the county after the low bid has been determined and prior to award of a contract. The estimated total cost of this project, including engineering and contingencies, is $77,000; however, the low bid received plus 12½% for engineering and contingencies will be the basis for the county's advance deposit. Please treat this estimate as confidential.

The set of plans is for your information and records.

If satisfactory, please sign, have the county clerk attest with seal, and return both signed copies to this office. After signature by the Highway Commission, a fully executed copy of the agreement will be returned for the county's records. It would be appreciated if the signed agreements could arrive in Salem not later than June 15.

It is presently planned to accept bids for this project on June 30.

Very truly yours,

W. C. Williams
State Highway Engineer

By

H. S. Cox
Assistant County & City Relations Engineer

HSC:mm
Encl.

NOTED
V. R. JONES

NOTED
H. S. COX

NOTED
C. G. SWENSON

NOTED
Harold C. Ayers

Salem, Oregon
May 31, 1960

Langrell Corner-Halfway Section
FAS 521, Baker County

Mr. Earl Saling
Right-of-way Office Manager
OFFICE

Attached please find right-of-way form certificate covering files numbers 31074, 31075, 31076, and 31081 on the above mentioned project.

H. S. Cox
Assistant County & City Relations Engineer

HSC:mm
Att.

Oregon State Highway Commission
State Highway Building
Salem, Oregon

Attention: County & City Relations Division

Subject: Federal Aid Project No. S-445(1)

Highway No. FAS 521

Name of Project Langrell Corner - Halfway

Gentlemen:

We hereby certify that, to the best of our knowledge and belief, all rights-of-way or rights of entry for the above-referred to Federal-aid project have been secured.

Dated at Baker, Oregon, this 26th day of May, 1960.

Baker County Court

Lloyd Rea
Judge

R. M. Phipps
Commissioner

Geo O Wright
Commissioner

31074 - Joseph Pinaire
31075 - Orson W Summers
31076 - Melvin Shock.
31081 - Paul. A. Springer.

Restrictions: Existing Headgate + pipe not to be disturbed by Contractors.
Stockpile of reject materials to be moved to grantors remaining land, by others.

Oregon State Highway Commission
State Highway Building
Salem, Oregon

Attention: County & City Relations Division

Subject: Federal Aid Project No. S-445(1)

Highway No. FAS 521

Name of Project Langrell Corner - Halfway

Gentlemen:

We hereby certify that, to the best of our knowledge and belief, all rights-of-way or rights of entry for the above-referred to Federal-aid project have been secured.

Dated at Baker, Oregon, this 26th day of May, 1960.

Baker County Court

Lloyd Rea
Judge

Commissioner

Geo O Wright
Commissioner

31074 - Joseph Finnare
31075 - Orson W. Summers
31076 - Melvin Shock
31081 - Paul A Springer

NOTED
H. S. COX

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

La Grande, Oregon
May 17, 1960

SUBJECT: Material Source
~~Langrell Corner-Halfway Section~~
F. A. S. Highway No. 521
Baker County

To:

Mr. Tom Edwards
Construction Engineer
Salem

NOTED
C. G. SWENSON

Attached is a sketch and description showing the boundaries of the material source for use on the above project. Also attached is a letter in verification of the ownership of the source.

Please note that the headgate located in the northwest corner of the additional area acquired is not to be disturbed by the contractor and should be so noted in the Special Provisions.

E. G. Bickmore
Assistant Division Engineer

EGB:gb

RECEIVED
MAY [illegible]1 1960
ENGINEER
COUNTY & CITY RELATIONS

RECEIVED
MAY [illegible] 1960
ENGINEER
COUNTY & CITY RELATIONS

CONSTRUCTION DIVISION
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MAY 18 1960
NOTED-- ☑ ☑ ☑ ☐ ☐
LCE ACE COE

Olson

NOTED
A. D. OLSON

to O[illegible]

BAKER COUNTY
BAKER • OREGON

NOTED
C D CANNON

May 16, 1960

NOTED
H. S. COX

Re: Langrell Corner
Halfway Project

A. F. Parson
Divison Engineer
State Highway Department
La Grande, Oregon

Dear Mr. Parson:

We have now purchased 0.94 of an acre from Paul Springer. This ground adjoins the other pit that the county owns in that locality. Mr. Laughlin and our Roadmaster, Mr. Best, believe that this will be enough gravel for this project. It has been tested and approved. We also have title to all right-of-way on this project. So, as far as we are concerned the project is ready for the bids to be let.

Sincerely,

Lloyd Rea

Lloyd Rea
County Judge

LR:bvl

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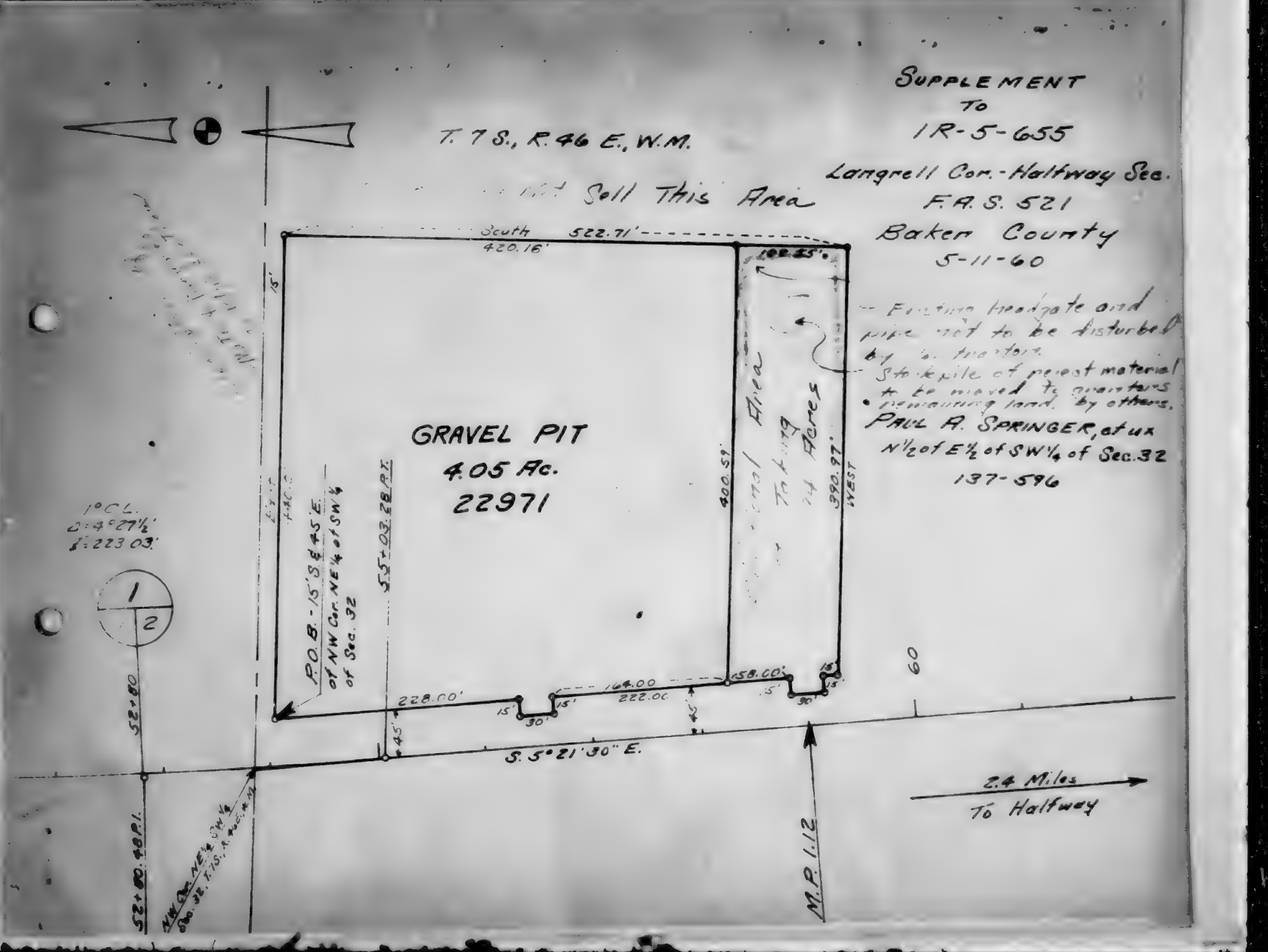


SUPPLEMENT
TO
1R-5-655
Langrell Cor.-Halfway Sec.
F.A.S. 521
Baker County
5-11-60

Existing headgate and pipe not to be disturbed by contractors.
Stockpile of ... material to be moved to grantors remaining land by others.

PAUL A. SPRINGER, et ux
N½ of E½ of SW¼ of Sec. 32
137-596

NOTED
H. S. COX

NOTED
C. G. SWENSON

April 26, 1960

Baker County Court
Courthouse
Baker, Oregon

NOTED
V. R. JONES

Gentlemen:

Enclosed are four copies each of four option forms covering right-of-way and quarry pit to be acquired in connection with the Langrell Corner-Halfway Section of FAS 521.

Also enclosed are three certificate of right-of-way forms. When all property on this project has been obtained, please return two signed copies of the right-of-way certificate to this office.

Under separate cover this office is sending two maps and two quarry sheet sketches upon which the parcels of land described in the options are shown colored in red.

Very truly yours,

W. C. Williams
State Highway Engineer

By H S Cox

H. S. Cox
Assistant County and City Relations Engineer

HSC:mm
Encl.

NOTED

NOTED
H. S. COX

FORM E-80 50M 2-60 26119

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 25, 1960

NOTED
Harold C. Ayers

SUBJECT: Options
Langrell Corner-Halfway
Baker County

To: Mr. C. G. Swenson
County & City Relations Engr.
OFFICE

Attached you will find 4 original option forms in quadruplet covering right of way and quarry pit to be acquired in connection with Langrell Corner-Halfway Section in Baker County. This contract is scheduled for letting June 1, 1960.

For your information we have enclosed a copy of a teletype from Mr. Cannon re this project.

Please return to the Right of Way Department a copy of each signed option to inform the Highway Engineer the conditions, if any, on the transaction.

We are forwarding under separate cover four prints each of maps Nos. 8B-17-12 and 1R-5-655 covering this area and bearing our date of April 18, 1960.

File No.	Name	Area	
31074	Joseph Pinaire, et ux	0.15 Acre	P 1
		0.09 "	P 2
31075	Orson W. Summers, et ux	1.4 "	P 1
		0.34 "	P 2
		0.25 "	P 3
31076	Melvin Shock	0.13 "	P 1
		0.13 "	P 2
31081	Paul A. Springer, et ux	2.55 "	

Earl F. Saling
EARL F. SALING
Right of Way Office Manager

AC:jm
encl. 4 Options

cc: A. F. Parson
K. A. Chatwood

Sent to County 4-26-60

2

UN LAB 6 4-1 1155A

EDWARDS

ON MARCH 15, WE TRANSMITTED TO YOU LANGRELL CORNER-HALFWAY SECTION FAS 51XX 521 SPECIFICATIONS AND LOCATION RECORDS. IN THAT WE ADVISED COUNTY COURT HAS BEEN FURNISHED SKETCH INDICATING THE ADDITIONAL AREA NEEDED FOR SOURCE. THE COUNTY AUTHORITY ADVISE NOW THAT THEY WILL BUY THE SOURCE BUT WOULD LIKE TO HAVE A DESCRIPTION OF THE ADDITIONAL AREA AS FXX REFLECTED BY THE SKETCH SENT TO YOU. WILL YOU FURNISH EITHER COUNTY COURT OR RESIDENT ENGINEER LAUGHLIN WITH A DESCRIPTION OF THE ADDITIONAL AREA.

CANNON

DJ

MEMO TO J. W. NASH
3/21/60

FAS 521, BAKER COUNTY

TERMINI: From junction with Halfway-Cornucopie Highway southerly to Claude Street in Halfway (Langrell Corner-Halfway Section).

PROPOSED WORK: Grade, drain, place select surfacing, and extend two reinforced concrete culverts.

PROJECT LENGTH: 3.26 miles.

COSTS	TOTAL	FEDERAL	STATE	OTHER
CONSTRUCTION:	$75,000	$45,000	$15,000	$15,000 (Co.)

EXISTING FACILITIES: Roadway width 28' to 30' wide with deep side ditches.

ADJACENT SECTIONS: Bituminous wearing surface 20' wide with 1' shoulders.

PROJECT DATA: Grade and drain to an improved grade and alignment, and place pitrun base material to a compacted depth of 14". Two reinforced concrete culverts are to be extended. A 3" compacted top course of [illegible] 3/4"-0" surfacing and an 0-11 bituminous oil mat will be placed at a later date by the county. When completed, the finished roadway will have two 10' oil mat lanes with 2' shoulders.

ROW:	50' minimum.
ACCESS CONTROL:	None.
RR XING:	None.
SYSTEM ACTION:	None required.
PUBLIC HEARING:	None required.
UNUSUAL OR COMPLICATED SITUATIONS:	None.

MINIMUM DESIGN STANDARDS: Two substandard 16° horizontal curves have been used because flatter curves would entail [illegible] extensive relocation of present irrigation systems and also right-of-way acquisition would be difficult and costly.

Deep side ditches on a portion of this road necessitate the use of 2:1 shoulder slopes.

FAS 521 serves a highly developed, diversified farming area. This road is also a school bus and mail route.

HSC:mm

RECEIVED
[illegible] 1960
FOR FILING

NOTED
W. C. WILLIAMS

2-8-60

S-445(1)

5731

Baker

ADDENDUM "A" TO LOCATION PROSPECTUS
LANGRELL CORNER-HALFWAY SECTION
LONE FIR ROAD - FAS 251
BAKER COUNTY

The following addendum is submitted to revise the location prospectus concerning the above-mentioned section:

Paragraph 1: Add sentence, "The overall length of the project is 3.26 miles."

Paragraph 2: Correct as per original prospectus.

Paragraph 3: Change sentences reading "Maximum grade and curvature.....by survey. This will be a Class "E" .....to the maximum grade and curvature." to read - "This will be a Class "E"-35 highway with a maximum grade of 4.5 per cent and a maximum curvature of 16 degrees." Add sentence - "Substandard spirals are authorized on two 16 degree curves."

Paragraph 4: Add sentence, "Material is available from local State-controlled sources."

Paragraphs 5 and 6: Correct as per original prospectus.

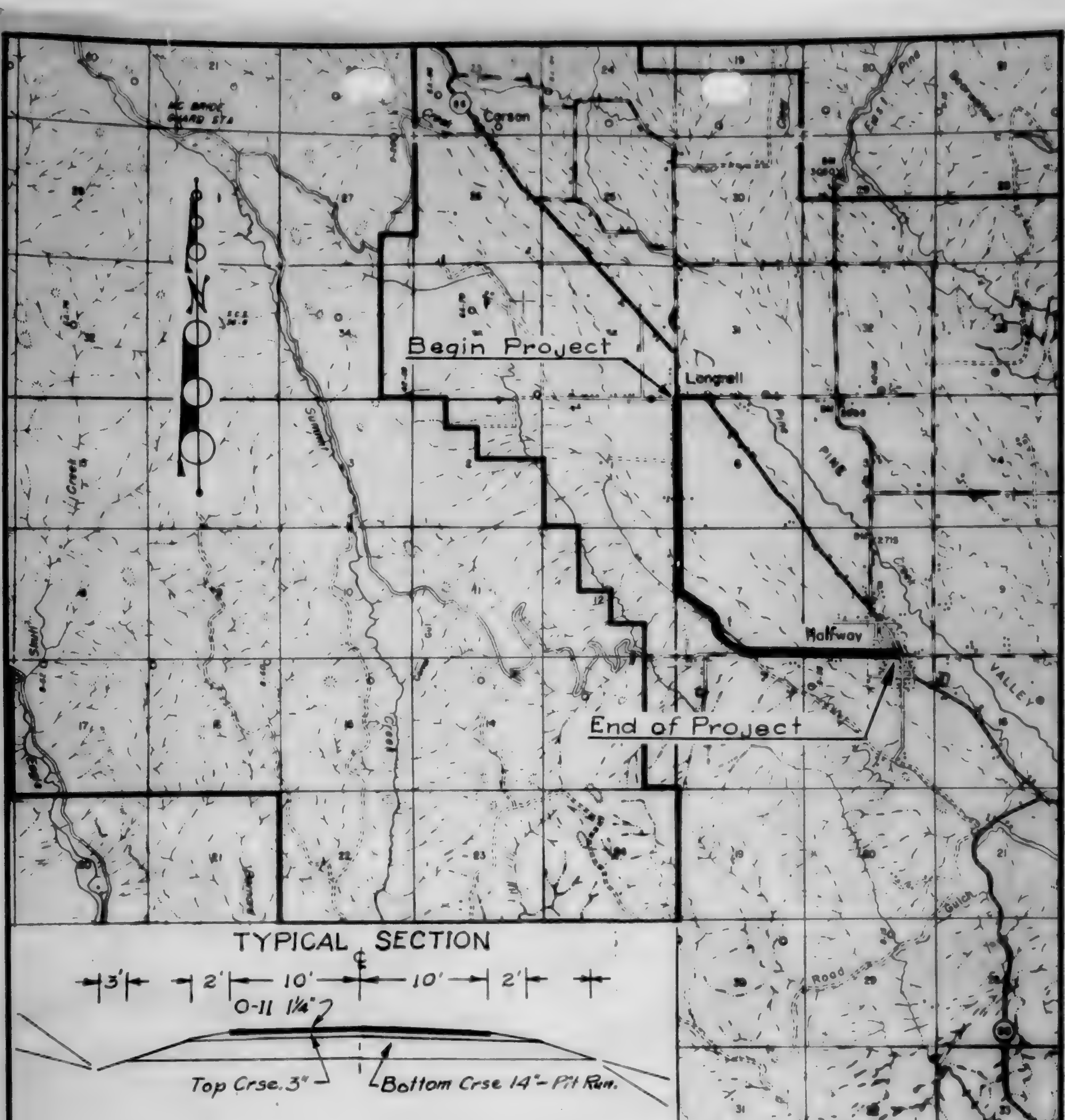
Attachment: Remove attachment to original prospectus and replace with attachment to this addendum.

February 8, 1960

Attach.

cc W. C. Williams ✓
Forrest Cooper
G. S. Paxson (2)
Tom Edwards
A. F. Parson (3)
C. H. Armstrong
Mark Astrup
D. J. Barbee
Jay Blair
F. B. Crandall
G. L. Decker (2)
I. A. DeFrance
R. C. Edgerton
Frank Hall
Val P. Johnson
Ivan D. Merchant
J. W. Nash
C. G. Polk
R. L. Porter
C. G. Swenson
Walter T. Wright

RECEIVED
FEB 10 1960
OFFICE OF
STATE HIGHWAY ENGINEER



PROSPECTUS SKETCH MAP

LANGRELL-HALFWAY

F.A.S. 521

BAKER COUNTY 12-8-59

Addendum "A" 2-1-60

RECEIVED
JAN 20 1960

FOR FILING
General
Filed
Co. Rds.

Baker

NO
W. C. WILLIAMS

1-7-60

RECEIVED
JAN 13 1960
OFFICE OF
STATE HIGHWAY ENGINEER

LOCATION PROSPECTUS
LANGRELL CORNERS-HALFWAY SECTION
LONE FIR ROAD-FAS 521
BAKER COUNTY

The following prospectus is submitted concerning the above-mentioned section of Lone Fir Road, which is a county road on the Federal Aid Secondary System. The northerly terminus is at the junction of Lone Fir Road with the Halfway-Cornucopia Highway. The southerly terminus is at Claude Street in Halfway.

This will be a location survey to prepare plans, specifications and estimates for grading and draining and placing bottom course base on existing alignment. The town of Halfway is at the southerly terminus of the project.

The existing (1958) ADT is 150 and the projected (1978) ADT is 200. Maximum grade and curvature will be determined by survey. This will be a Class "E" highway with a design speed corresponding to the maximum grade and curvature. The typical section will consist of a 20-foot traveled way with 2-foot shoulders. Deviation from State and Federal standards is anticipated and authorized to the extent that surfacing details shall incorporate 2:1 slopes and 2-foot shoulders. Cut and fill slopes may be designed substandard. These deviations are permitted to avoid excessive grading and drainage costs.

The approved base design by G. L. Decker dated November 3, 1959 is:

Wearing Surface	1¼"	0-11 Oil Mat (County)
Top Course Base	3 "	3/4"-0 Crushed (County)
Bottom Course Base	14 "	Pit-run Gravel
Total Depth	18¼"	

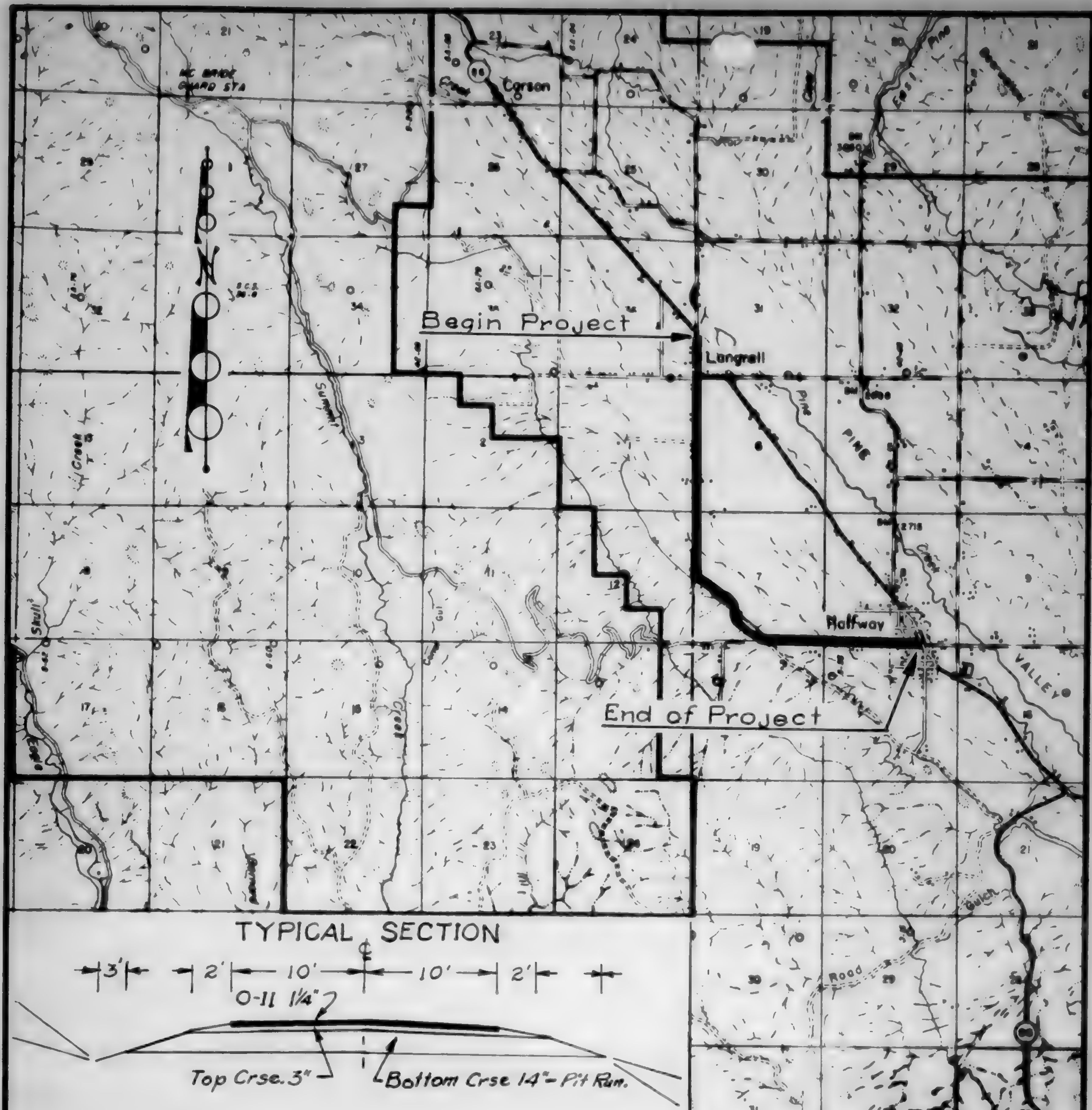
Final agreements with the county will be necessary.

There are no State parks or roadside rest areas affected by this project.

January 7, 1960

Attachment

cc W. C. Williams ✓
Forrest Cooper
G. S. Paxson (2)
Tom Edwards
A. F. Parson (3)
C. H. Armstrong
Mark Astrup
D. J. Barbee
Jay Blair
F. B. Crandall
G. L. Decker (2)
I. A. DeFrance
R. C. Edgerton
Frank Hall
Val P. Johnson
Ivan D. Merchant
J. W. Nash
C. G. Polk
R. L. Porter
C. B. Swenson
Walter T. Wright



PROSPECTUS SKETCH MAP
LANGRELL - HALFWAY
F.A.S. 521

BAKER COUNTY 12-8-59

NOTED
C. G. SWENSON

NOTED
Harold C. Ayers

December 21, 1959

Baker County Court
Courthouse
Baker, Oregon

NOTED
V. R. JONES

File FAS 521

Gentlemen:

On December 16 the Highway Commission approved the county FAS project as described in the attached tabulation which is believed to conform with your request. Preliminary engineering for this project will be performed under the supervision of our division office with headquarters in La Grande.

Very truly yours,

W. C. Williams
State Highway Engineer

By: John F. Hagemann
Assistant County & City Relations Engineer

JFH:mm

Att: Tab. 59-h

NOTED
JOHN D. GRAHAM

NOTED
C. G. SWENSON

Salem, Oregon
December 1, 1959

NOTED
Harold C. Ayers

Proposed County FAS projects
Baker & Gilliam Counties

Mr. A. F. Parson
Division Engineer
La Grande

File [illegible] 573 [illegible]

Enclosed are three copies of a tabulation, with map attachments, describing projects proposed by Baker and Gilliam Counties for construction with available FAS funds. These projects will be presented to the Highway Commission for approval at its next meeting on December 17 and 18.

There are two slide areas in approximately the middle of the Baker County project which should be given special attention when working the project up.

A representative of the bridge division made a preliminary investigation of the Eight Mile Canyon Bridge on FAS 573 in Gilliam County and recommended the type of structure described.

John F. Hagemann
Assistant County & City Relations Engineer

[redacted]
Encl. - Tab. 59-g

cc: Tom Edwards
Vic Wolfe
G. L. Decker

NOTED
JOHN D. GRAHAM

PROPOSED PROJECT
BAKER COUNTY

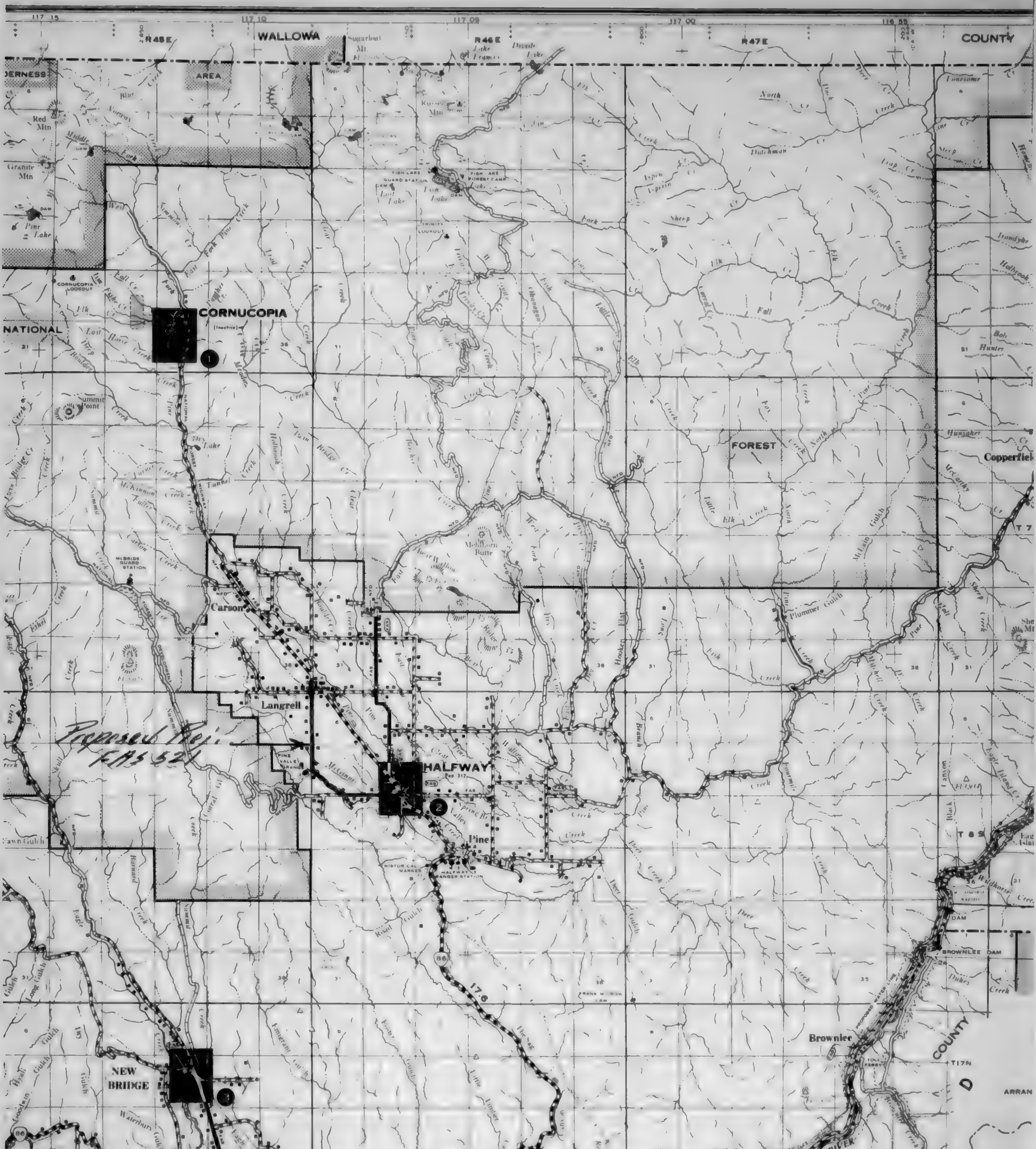
FAS 521, Langrell Corners-Halfway Section, $71,000. This section extends from the Halfway-Cornucopia State Highway (FAS 504) approximately 2.5 miles northwest of Halfway southerly and easterly to Claude Street in Halfway.

The proposed project is to grade and drain and place pit-run bottom course base material 14" in depth to a width permitting a finished roadway of a 20' wide oil mat with 2' shoulders. The base design submitted by our Soils Division provides for 14" of pit-run bottom course base, 3" of 3/4"-0" top course base, and a type 0-11 oil mat wearing surface. The FAS project will be for the grading and bottom course base only. Baker County will place sufficient crushed material to adequately carry traffic immediately after completion of the FAS project and plans to complete the road through the oil mat wearing surface as funds permit. The existing roadway is 28' to 30' wide with deep side ditches. In order to avoid excessive grading and drainage costs (including disruption of existing irrigation facilities), the county has requested that the design utilize 2:1 slopes rather than our standard 3:1 slopes.

The $71,000 shown above represents the presently estimated balance of FAS funds available to Baker County and may be adjusted as final costs of projects under contract become available.

59-h
11/25/59

Baker Co.



Proposed Proj. FAS 524

NOTED
V. R. JONES

NOTED
C. G. SWENSON

NOTED
Harold C. Ayers

November 24, 1959

Baker County Court
Courthouse
Baker, Oregon

NOTED
John F. Hagemann

Gentlemen:

As per our conversation last week, the following results of the tests of materials from the Dead Cow Butte quarry are offered:

Oil Aggregates
1/2"-1/4" = OK
1/4"-0" = OK
3/4"-1/2" = 42.6% passed the 1/2" screen. Our specifications require not more than 15% to pass. This could be corrected by rescreening on a 1/2" screen.

1"-0" Crushed Rock: This tested out to be more nearly 3/4"-0" than 1"-0". 32.4% passed the 1/4" screen. Our specifications provide for between 40% and 60% to pass this screen. 6.1% passed the #40 screen and these fines had a P.I. of 12. Our specifications permit a maximum P.I. of 6. Probably the use of a scalping screen would eliminate the excess P.I.; however, this would further reduce the percentage passing the 1/4" screen and some adjustment of the crusher set-up would have to be made to increase the number of fines.

The estimate made by Mr. Jones for the Lone Fir Road, FAS 521, indicates that approximately 7000 cubic yards of 3/4"-0" material for the leveling and binder courses and approximately 2100 cubic yards of oil aggregates would be required for this project. The oil aggregates would be broken down by sizes in accordance with our oiling detail chart of which Mr. Best has a copy. The estimate was made on an over-all project length of 3.3 miles.

Very truly yours,

W. C. Williams
State Highway Engineer

By

John F. Hagemann
Assistant County & City Relations Engineer

JFH:mm

cc: E. G. Bickmore, Ass't. Div. Engr.

11-11-59

FAS 521 **County** Baker **Contract No.** ______

Section Lone Fir Rd

Location 59-C-165 } Looking W. from Clover St

59-C-166 } Looking E from McGinnis Co. Colv.

59C165

59C166

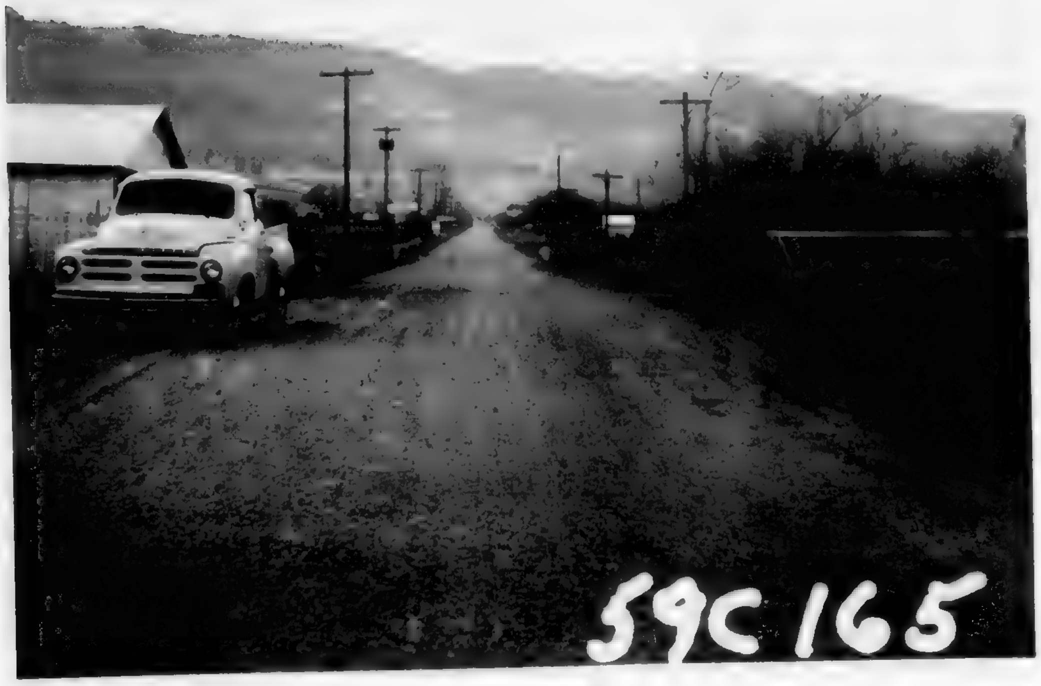
11-11-59

FAS 521 **County** Baker **Contract No.**

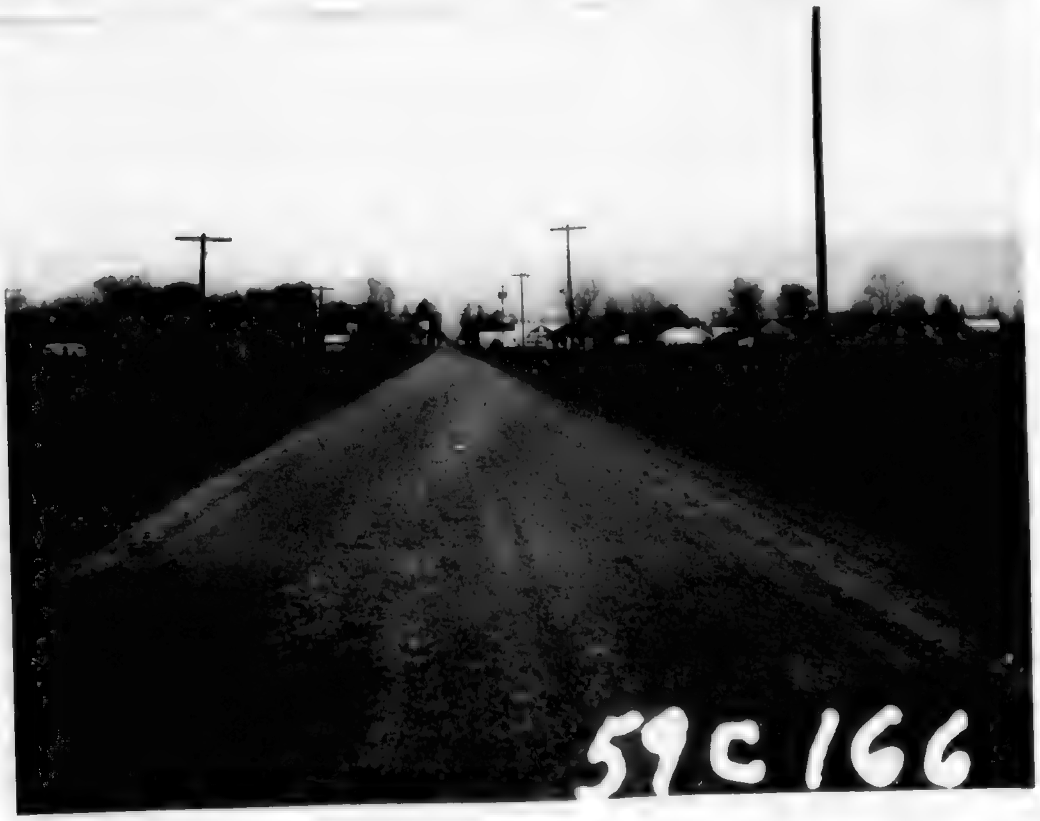
Section Lone F[illegible]

Location 59 C 165 } Looking W. from [illegible] St

59 C 166 } Looking E from McGinnis Cr Culv.



59C165



59C166

NOTED
C. G. SWENSON

NOTED
V. R. JONES

NOTED
Harold C. Ayers

July 13, 1959

Hon. Lloyd Rea
Baker County Judge
Courthouse
Baker, Oregon

FAS 521
Lengsell Corners-Halfway
See letter billing 7-1-60

Dear Judge Rea:

This is to acknowledge receipt of an advance deposit of $16,000 which will be placed in our advance deposit fund and credited to the next county FAS project constructed in Baker County.

State FAS 503 proj.

As per our telephone conversation of this date, I checked on the status of the East Unit, Forest Boundary-Haines Section and was advised that it is presently planned to accept bids on this project on September 1. This project will cover approximately an eleven mile long section.

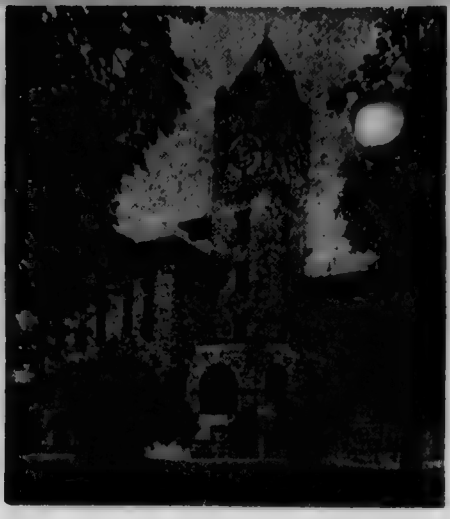
Very truly yours,

W. C. Williams
State Highway Engineer

By

John F. Hagemann
Assistant County & City Relations Engineer

JFH:mm



BAKER COUNTY
BAKER • OREGON

LLOYD REA,
COUNTY JUDGE
R. M. PHIPPS,
GILL C. WRIGHT
COMMISSIONERS

July 9, 1959

Mr. Swanson
City [illegible] ✓

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

Enclosed please find a check made out to the Oregon State Highway in the amount of $16,000.00 . This is the matching fund for the Federal Aid Oiling Program.

Sincerely,

Lloyd Rea

Lloyd Rea
County Judge

bvl

RECEIVED
JUL 10 1959

Ck #1141 - $16,000.00
[illegible]

2-1605 Corvallis (2nd & VanBuren) 1960
Traffic Signals
#5732

C&A 2221

RECEIVED
AN 20 1961
FOR FILING

2-1605

5732

January 20, 1961

American Surety Co.,
600 Yeon Bldg.,
Portland 4
Oregon

Gentlemen:

State Highway contract #5732 for the Van Buren traffic signals on North 2nd (US20) on the Corvallis-Newport Highway in Benton County was completed by the contractor, Steeck Electric Company, on December 15, 1960, but has not as yet been accepted by the Commission.

Final payment in the amount of $420.00 will be released to the contractor after acceptance by the Commission. The total contract amount is $3,360.00, and no force account work was performed on the project.

The State is not aware of any unpaid claims for labor or materials and assumes no responsibility for such claims should there be any.

This notice is sent as your company appears as surety on the performance bond furnished by the contractor on this project.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: Steeck Electric Co.,
P. O. Box 1243
Medford
Oregon

RECEIVED
FORM E-129-X 75M 1-60
JAN 10 1961

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

2-1665

5732

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

January 9, 1961

Mr. L. J. Proby
Eagle Signal Company
422 Smith Tower
Seattle 4, Washington

Dear Mr. Proby:

In a letter dated January 4, you have made inquiry regarding dates concerning possible penalties on the traffic signal installation at Second and Van Buren Streets in Corvallis (Job No. 7546C). Please be advised that as yet final accounting on this project has not been completed. If penalties do occur on this project, we will notify you in the future as to the dates involved and the amounts.

Very truly yours,

G. S. Paxson
Assistant State Highway Engineer

By Original Signed by
F. B. CRANDALL

F. B. Crandall
Traffic Engineer

LEG:pk
bc: G. S. Paxson

RECEIVED
[illegible] 1961

FOR FILING
2-1605

5732

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 3, 1961

SUBJECT: Corvallis Traffic Signals
Contract #5732
State Project

To: Mr. D. B. Parkes
Contract Payments Engineer
OFFICE

Steeck Electric Company completed work on the Corvallis Traffic Signals on the Corvallis-Newport Highway in Benton County, Contract #5732, on December 15, 1960.

Will you please secure authority from the Commission to pay the final estimate on this job.

Ivan D. Merchant
Bridge Engineer

CAG:nk

cc: Floyd Query

FLOYD QUERY

A

RECEIVED
AUG 3 - 1960
FOR FILING
21605
5732

FORM E-123

COMMISSIONERS
M. K. McIVER, C
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

August 3, 1960

Steeck Electric Company
P. O. Box 1243
Medford
Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission:

> Contract #5732, awarded July 7, 1960, for traffic signals on North 2nd (US20) at Van Buren, Corvallis-Newport Highway in Benton County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

ds
Encl.

RECEIVED
MAY 13 1960
FOR FILING
2-1605
5732
Corvallis

May 12, 1960

Mr. George Simerville
City Recorder
City Hall
Corvallis, Oregon

Dear Sir:

We are enclosing for the records and files of the City of Corvallis a fully executed copy of an agreement between the State Highway Commission and the City of Corvallis covering traffic signal installation on Second and Van Buren Streets in the City of Corvallis.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

rn
Enc. 1

RECEIVED
MAY 24 1960
FOR FILING

Maint
Traffic
Lights

Salem, Oregon
May 12, 1960

MISC. CONTRACTS and
AGREEMENTS No. 2221

Traffic Signal Agreement
Second & Van Buren Streets
City of Corvallis

Corvallis

Mr. C. G. Swenson
Engineer, City & County Relations
Office

Attention: Mr. John D. Graham
County & City Relations Office Engr.

Attached is a conformed copy of an agreement with the City of Corvallis covering traffic signal installation on Second & Van Buren Streets in the City of Corvallis.

A fully executed copy of the above agreement has been retained in this office for the Commission's files and a fully executed copy has been sent to the City Recorder, Corvallis, Oregon.

Secretary

FR
Attach: 1

RECEIVED
MAY 18 1960
ENGINEER
COUNTY & CITY RELATIONS

FORM E-30X 50M 7-59 22128

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 28, 1960

SUBJECT: Traffic Signal Agreement
Second & Van Buren Streets
City of Corvallis

To: Mr. G. S. Paxson
OFFICE

Attached are three copies of a traffic signal agreement covering the above subject, two copies of which have been signed by the proper city officials. After having received your signature of approval, the agreement may be presented to the Highway Commission for signature.

John D Graham
John D. Graham
County & City Relations Office Engineer

RHP:mm
Att.

RECOMMENDED FOR APPROVAL
Assistant State Highway Engineer

AUTHORIZED BY HIGHWAY COMMISSION
DATE 3-10-60 Min. Page 23
Floyd Query
Secretary

RECEIVED
APR 19 1960
FOR FILING
Maint.
Traffic
Lights
orvallis

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 18, 1960

SUBJECT: State-City Agreement
Traffic Signal Installation
North Second at Van Buren
Corvallis

To:
C. G. Swenson
County-City Relations Engineer
OFFICE

The Oregon State Highway Commission, at its meeting of March 10, 1960, approved the installation of the fixed time traffic signal at the intersection of North Second and Van Buren Streets in the city of Corvallis.

There are attached nine copies of a State-City Agreement covering this installation. The agreement has been checked and found correct. Will you please care for the processing of this agreement. It might be stated that it is our desire to let this installation to contract at the May 10, bid letting.

Original Signed by
F. B. CRANDALL

F. B. Crandall
Traffic Engineer

VPJ:pk
Attachments
cc: G. S. Paxson

RECEIVED
[illegible] 18 1960
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED

FOR FILING
Maint
Traffic
Light
Corvallis

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE
Salem, Oregon
April 7, 1960

SUBJECT: Preparation of State-City Agreement
Proposed Traffic Signal Installation
North Second Street at Van Buren Street
Corvallis

To: L. I. Lindas
Chief Counsel
OFFICE

The State Highway Commission, at its meeting on March 10, approved the installation of the traffic signal at the intersection of North Second and Van Buren Streets in the city of Corvallis. Will you please prepare the necessary State-City Agreement.

It is believed that the following points should be covered in the agreement:

1. The highway involved is the Albany-Corvallis Highway, No. 31 (US20) which is routed over Second Street and Van Buren Street.
2. The intersection involved is that of Second and Van Buren Streets.
3. It is planned to installed a fixed time traffic signal interconnected with the existing traffic signal system in the city of Corvallis, as shown on the attached plan.
4. The installation is estimated to cost $5,000.
5. The State shall make the installation and in the first instance, pay all costs thereof. The final cost shall be apportioned as outlined below.
6. The City has installed two of the four metal poles required for this project. The City shall receive a credit of $380. against their part of the cost of the over-all installation.
7. The City, when returning the signed agreements, shall submit its check for $2,120.
8. The City shall maintain the traffic signal after installation and pay for all electrical energy consumed. The City shall make no change in the existing program established for this signal without prior written approval from the State.

NOTED

9. It is agreed between the two parties that at such time as the material installed is in need of replacement, the cost of such replacement shall be shared on the same basis as that of the original installation.

It is planned to let this installation to contract on May 10, 1960. Thus, it would be appreciated if you would expedite preparation of the agreement. If after preparation you will submit the agreement to this office, we will check them and care for further processing.

Original Signed by
F. B. CRANDALL

F. B. Crandall
Traffic Engineer

VPJ:pk
Attachments
cc: G. S. Paxson
C. G. Swenson

RECEIVED
APR - 8 1960
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
AR [illegible] 1960
FOR FILING
[illegible]
Traffic
[illegible]

Corvallis

793

agenda Item
4k-2

March 21, 1960

Mr. John F. Porter, City Manager
City of Corvallis
P. O. Box 729
Corvallis, Oregon

Dear Mr. Porter:

On February 19 you wrote to Mr. W. C. Williams, State Highway Engineer, requesting that a traffic signal be installed at Second and Van Buren Streets in Corvallis.

The matter was investigated and at its meeting on March 10 the State Highway Commission approved the installation of fixed-time traffic signals at the intersection of North Second and Van Buren Streets at an estimated cost of $5,000. This action was taken with the understanding that the City of Corvallis would pay one-half the cost of the signal installation and provide all the maintenance and power necessary to operate the signals.

An appropriate agreement is being prepared and will be forwarded to you for approval in the near future.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

FQ:rj

cc: V. L. Goodnight, Corvallis City Engineer

G. S. Paxson

RECEIVED
MAR 3 1960
FOR FILING

Maint
Traffic
Lights
Corvallis

March [illegible], 1960

Oregon State Highway Commission

Gentlemen:

We have received a request from Mr. John F. Porter, City Manager, City of Corvallis, for the installation of traffic signals at the intersection of North Second and Van Buren Streets in that city. At this intersection, the Corvallis-Albany Highway is routed over the north and west legs and the Corvallis-Lebanon Highway over the east leg.

Investigation discloses that the installation of traffic signals is warranted at this intersection and that signalization will be particularly desirable when the North Albany-[illegible] section of the Pacific Freeway is opened to traffic and through traffic is routed over the Corvallis-Lebanon Highway.

It is recommended that fixed-time traffic signals be installed at this intersection at an estimated cost of $5,000. Under standard policy, the City of Corvallis would pay one-half the cost for the signal installation and care for future power consumption and maintenance. Sufficient funds have been provided in the 1960 Minor Betterment Funds for Traffic Signal Projects to be selected to cover the State's share of the cost.

Very truly yours,

[illegible] Williams
State Highway Engineer

VPJ:pk/jj me

cc Mr. G. S. Paxson
Mr. F. B. Crandall
Mr. C. H. Maison

FORM E-30X—50M—2-59—16180

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE
Salem, Oregon
February 23, 1960

SUBJECT: Request for Traffic Signal
North Second and Van Buren Streets
Corvallis
US20 - Hwy. No. 31 - M.P. 0.10

To: Val Johnson
Traffic Control Engr.
OFFICE

On February 18, 1960, Mr. Vic Goodnight, Corvallis City Engineer, telephoned Mr. Crandall requesting that an investigation be conducted in order to determine the advisability of installing a traffic signal at the intersection of North Second and Van Buren Streets in Corvallis. In your absence, Mr. Crandall referred this matter to me.

I telephoned Mr. Goodnight and he stated that the City made a 16-hour manual vehicular and pedestrian count at this intersection last Fall. He said he would mail us copies of the summary sheet and flow diagram in the very near future. It is my impression that the City is quite anxious to get a decision regarding this signalization as soon as possible.

Mr. Goodnight also mentioned that the City is now doing illumination work at a number of intersections in Corvallis. He stated that they are now installing steel poles in the southwest and northeast quadrants of this intersection and these steel poles for their illumination are also designed to carry the necessary load for a span wire signalization installation. Mr. Goodnight felt that because the City has installed these two poles at the City's expense that the State should install the other two poles at the State's expense in order to keep things on a 50-50 basis.

Robert D. Conklin
Robert D. Conklin
Traffic Investigation Engineer

RDC:jj/tln

February 19, 1960

Mr. Bruce Crandall, Traffic Engineer
Oregon State Highway Department
Salem, Oregon

Gentlemen:

Attention: R. D. Conklin

Enclosed herewith please fine the requested traffic count taken December 1st and 2nd, 1959, at 2nd and Van Buren Streets. We are enclosing ozalid and four prints, together with three copies of the traffic summary.

As you will recall, new street poles are being placed in the Northeast quadrant and Southwest quadrant. These poles have extra strength to carry the new street lights and proposed traffic signals.

If this office can be of further assistance please contact us.

Very truly yours,

V. L. Goodnight
City Engineer

VLG:pld
Enclosure

RECEIVED
FEB 23 1960
TRAFFIC ENGINEERING

Crandall

PHONE PLAZA 3-8516

P. O. BOX 729

City of Corvallis

HOME OF OREGON STATE COLLEGE
CORVALLIS, OREGON

OFFICE OF THE CITY MANAGER

February 19, 1960

Mr. W. C. Williams
State Highway Engineer
State Highway Building
Salem, Oregon

Dear Mr. Williams:

The City Council of the City of Corvallis has decided that it will be necessary to install a traffic signal at 2nd and Van Buren Streets in this City. Second Street, as you know, is on State Highway No. 20 and Van Buren Street is located on Highway Secondary No. 10. With the completion of the new Inter-state Highway south of Albany, it is anticipated that there will be a considerable increase in the amount of traffic flowing east from Corvallis.

It is our understanding that the traffic signal will be installed under a standard arrangement through which the City and the State Highway Department participate equally in the cost.

The approval of an agreement to construct this light needs to be secured at an early date because of the fact that plans are underway for the widening of Van Buren Street. We will appreciate anything that you can do to facilitate the matter.

Very truly yours,

John F. Porter
JOHN F. PORTER
City Manager

JFP:jj

cc: V. Goodnight

RECEIVED
FEB 24 1960
TRAFFIC ENGINEERING

RECEIVED
[illegible]
STATE HIGHWAY ENGINEER

RECEIVED
FEB [illegible] 1960
[illegible]

NOTED
ASS'T TRAFFIC ENGR

OREGON STATE HIGHWAY DEPARTMENT
Traffic Engineering Division
March, 1960

INVESTIGATION OF WARRANT FOR TRAFFIC SIGNALS
Second & Van Buren Sts. (US20)
Corvallis

Recommendation:

As a result of this investigation, it is recommended that a fixed time traffic signal be installed at the intersection of Second and Van Buren Streets in the city of Corvallis. The installation is estimated to cost $5,000.

Historical Background:

This investigation and report is in response to a request from Mr. John F. Porter, City Manager, City of Corvallis, under the date of February 19, 1960.

Investigation:

The point investigated is a four-way intersection. The Corvallis-Albany Highway (US20) occupies the north and west legs of the intersection. The Corvallis-Eastside Highway is routed over the east leg of the intersection and the south leg is a City street. This intersection is at the northerly edge of the central business district of Corvallis. At the present time those vehicles entering the intersection from the east and west are required to stop. When the Pacific Freeway is opened to traffic during the coming Fall, it is anticipated that there will be a change in traffic pattern at this intersection, with an increase of traffic on the east leg of the intersection and a decrease in the northerly leg. This will be caused by the fact that those motorists traveling between Corvallis and Salem and points north will be routed on the freeway to the interchange with the Lebanon-Orleans Road and thence to Corvallis over the County road and the Corvallis-Eastside Highway.

A 16-hour vehicle and pedestrian count was taken at this intersection on Wednesday and Thursday, December 2 and 3, 1959. A computed 24-hour volume of vehicles entering was 8,051 vehicles with 3,103, or 37% of the total, entering volume from the east and west. During the 16-hour period of count, 110 pedestrians crossed Second Street.

During the period from January 1, 1955 to December 31, 1959, there were 23 reported accidents at this intersection. Three persons were injured and there were no fatalities. Eighteen of the 23 accidents were of a type that might have been prevented by traffic signals. There were four accidents during 1959, all of which were preventable.

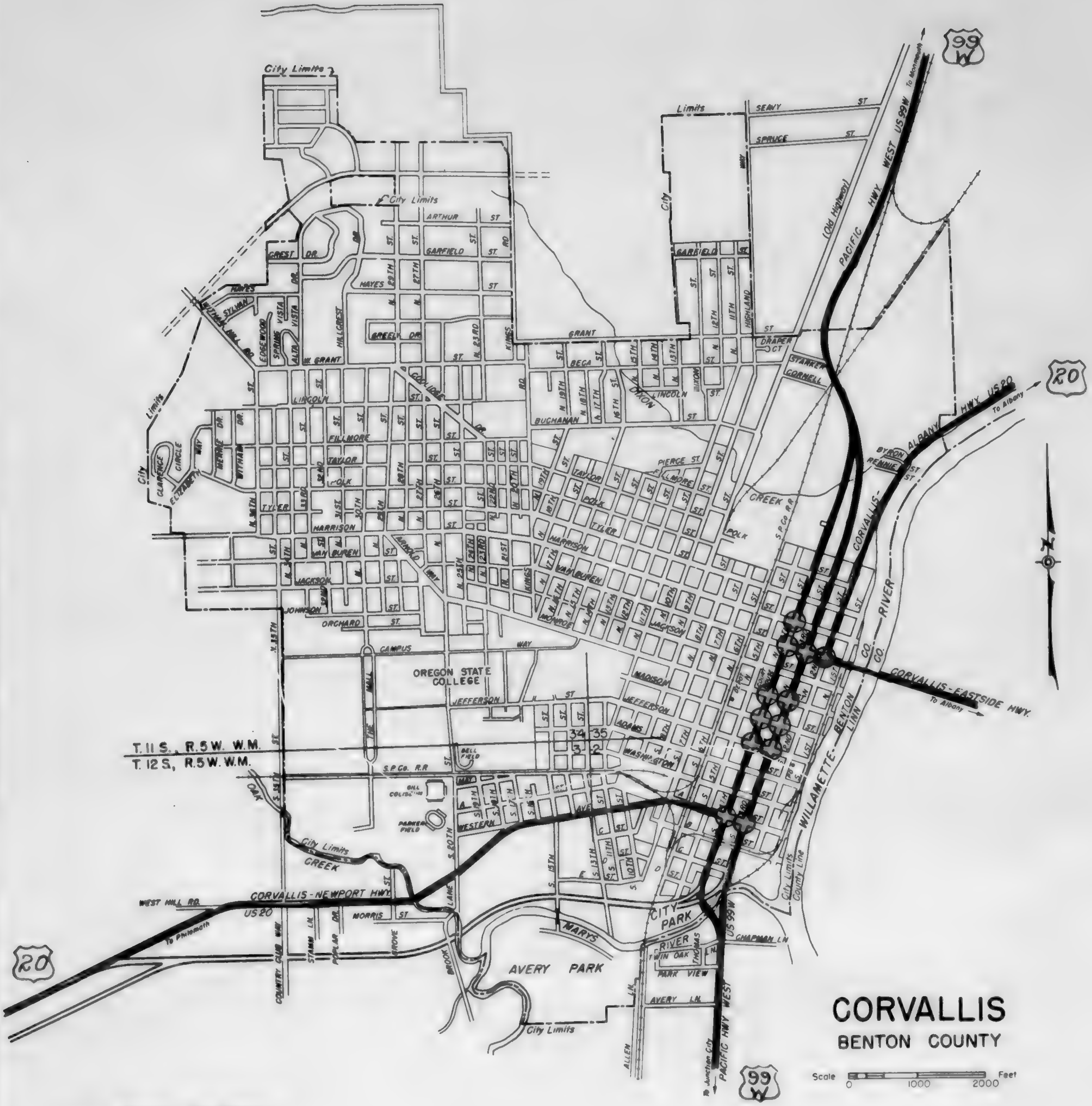
In the table below, conditions at this intersection are compared with standard warrants for the installation of traffic signals at urban intersections:

Item	Second & VanBuren	Minimum Warrant
Total Volume Warrant:		
Ave. Hourly Total Volume (Max. 8 Hrs.)	648	750
Ave. Hourly Cross-Street Volume (Max. 8 Hrs.	231	175
Pedestrian Warrant:		
Ave. Hourly Ped. Volume Across Main St. (Max. 8 Hrs.)	8	250
Ave. Hourly Veh. Volume on Main Street (Max. 8 Hrs.)	383	600
Interruption of Continuous Traffic Warrant:		
Ave. Hourly Veh. Volume on Main Street (Max. 8 Hrs.)	416	750
Ave. Hourly Combined Volume Across Main Street (Max. 8 Hrs.)	239	75
Accident Warrant:		
Preventable Accidents (Last 12 Months)	4	5

As can be seen from the table the traffic volumes during the December counts were below those required by the standard warrants. However, when these data are placed on an ADT basis, they do meet the standard warrants. Also to be considered in the signalization of this intersection is the anticipated change in the traffic pattern which would probably result in an almost even split in traffic entering from the two streets.

Based upon these two facts and the preponderance of the preventable type of accidents, it is recommended that a fixed time traffic signal be installed at this intersection and that such signal be inter-connected with the existing traffic signal system in the city of Corvallis.

VPJ:pk



▬ State Highway

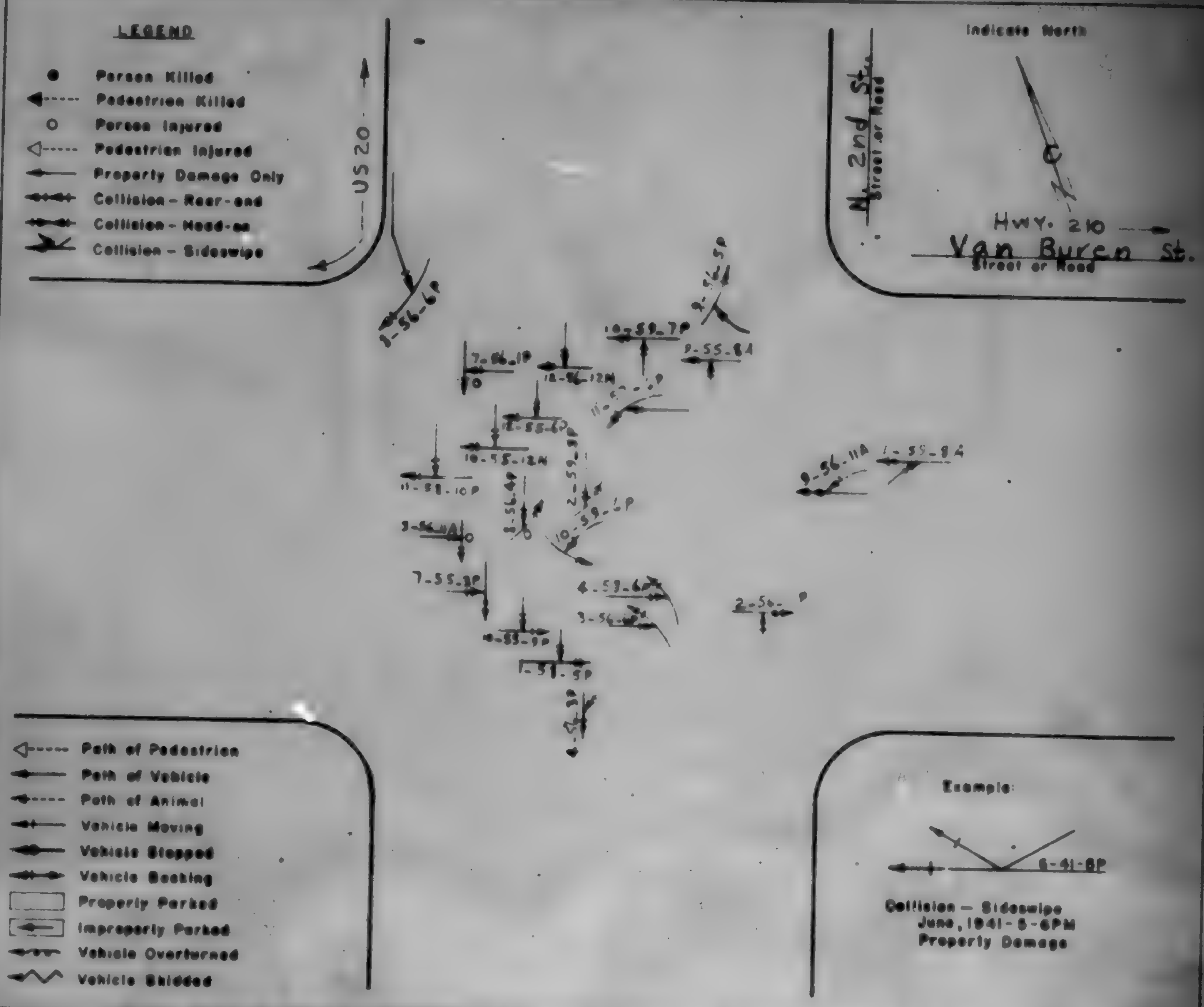
● Existing Traffic Signal

● Proposed Traffic Signal

Oregon State Highway Department
Traffic Engineering Division
Accident Analysis

COLLISION DIAGRAM

City of Corvallis County Benton
Intersection of N. 2nd St. and Van Buren St.
Highway Number [illegible] 20
Period Covered [illegible]
Compiled by C. S. Drawn by Date 2-24-60

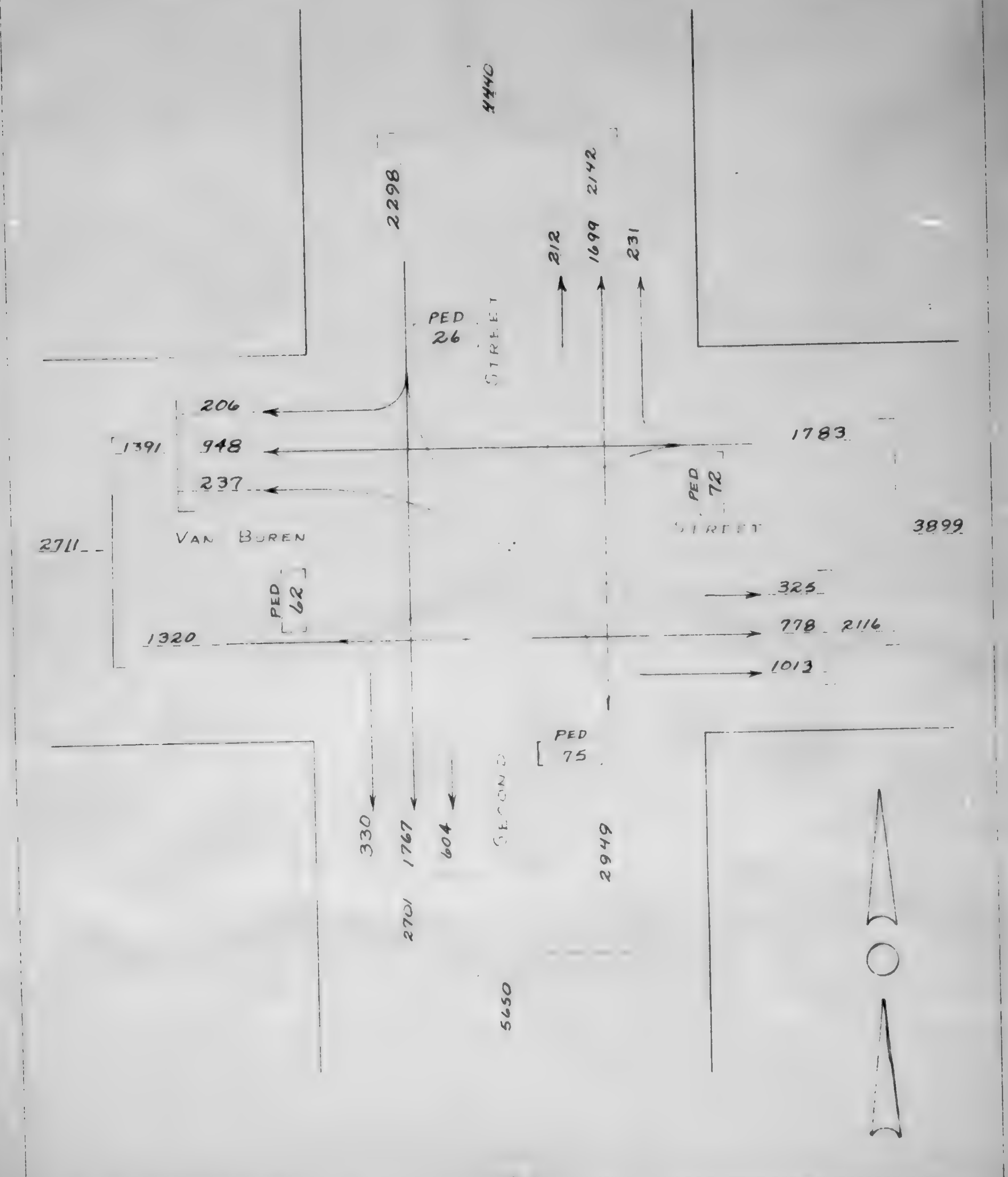


Collision Type	1955 - 1956				1957				1958				1959				TOTAL			
	Fatal	Non-fatal	Prop Damage	Total	Fatal	Non-fatal	Prop Damage	Total	Fatal	Non-fatal	Prop Damage	Total	Fatal	Non-fatal	Prop Damage	Total	Fatal	Non-fatal	Prop Damage	Total
Angle		2	7	9							2	2			1	1		2	10	12
Head-on																				
Rear-end																				
Sideswipe																				
Turning Movement		1	4	5			1	1			1	1			3	3		1	9	10
Parking			1	1															1	1
Non-collision																				
Fixed Object																				
Pedestrian																				
Backing																				
Misc.																				
TOTAL		3	12	15			1	1			3	3			4	4		3	20	23

Form E-260 — 2M — 11-46

1955-5
1956-10

SECOND AND VAN BUREN STREET INTERSECTION
12/2/59



CITY OF COR

SUMMARY OF T

DAY OF WEEK Wed. & Thur.

DATE 12/2-3/59

TIME	SUMMARY OF MOVEMENT										
	NORTH TO EAST	EAST TO NORTH	NORTH TO WEST	WEST TO NORTH	NORTH TO SOUTH	SOUTH TO NORTH	EAST TO WEST	WEST TO EAST	EAST TO SOUTH	SOUTH TO EAST	WEST TO SOUTH
6:00 - 7:00	4	4	1	2	30	10	17	7	13	7	1
7:00 - 8:00	28	21	16	3	176	58	81	39	50	49	15
8:00 - 9:00	25	9	12	11	141	87	71	34	50	56	24
9:00 - 10:00	20	8	12	13	111	74	63	39	44	69	22
10:00 - 11:00	19	13	10	16	113	78	65	45	43	67	27
11:00 - 12:00	10	14	13	7	64	111	56	37	29	56	19
12:00 - 1:00	25	11	9	17	123	137	50	48	32	58	32
1:00 - 2:00	24	17	15	21	140	123	71	65	46	83	29
2:00 - 3:00	18	15	14	16	154	127	58	56	37	57	25
3:00 - 4:00	21	19	12	14	136	136	75	63	68	106	22
4:00 - 5:00	37	20	20	29	163	200	63	91	50	106	37
5:00 - 6:00	32	25	21	17	107	223	70	84	23	101	22
6:00 - 7:00	12	18	11	10	45	49	40	31	21	34	7
7:00 - 8:00	9	7	11	5	57	60	46	27	24	28	6
8:00 - 9:00	7	4	2	4	25	33	15	9	7	18	8
9:00 - 10:00	5	5	8	8	21	38	21	27	12	26	4
TOTAL 16 hr.	296	210	187	193	1606	1544	862	707	549	921	300
TOTAL 24 hr.	325	231	206	212	1767	1699	948	778	604	1013	330

CORVALLIS OREGON

OF TRAFFIC COUNT

6 AM. – 10 PM HOURS COUN

2nd & Van Buren INTERSE

			FROM	PER	FROM	PER	SUMMARY BY LEGS					PED. USING X		
WEST TO SOUTH	SOUTH TO WEST	TOTAL	NORTH AND SOUTH	CENT OF TOTAL	EAST AND WEST	CENT OF TOTAL	NORTH	EAST	WEST	SOUTH		NORTH	EAST	WEST
1	0	96	52	54	44	46	35	34	10	17		1	1	2
15	8	544	335	62	209	38	220	152	57	115		0	4	3
24	12	537	333	62	204	38	178	130	74	155		3	7	5
22	11	486	297	61	189	39	143	115	74	154		4	2	5
27	19	515	306	59	209	41	142	121	88	164		2	4	8
19	13	429	267	62	162	38	87	99	63	180		1	5	4
32	15	557	367	66	190	34	157	93	97	210		2	8	6
29	26	660	411	62	249	38	179	134	115	232		1	3	1
25	17	594	387	65	207	35	186	110	97	201		0	4	1
22	28	700	439	63	261	37	169	162	99	270		3	4	2
37	26	842	552	66	240	34	220	133	157	332		3	7	5
22	22	747	506	68	241	32	160	118	123	346		1	4	6
7	8	286	159	56	127	44	68	79	48	91		2	4	1
6	3	283	168	59	115	41	77	77	38	91		0	5	4
8	3	135	88	65	47	35	34	26	21	54		0	1	0
4	5	180	103	57	77	43	34	38	39	69		0	2	3
300	216	7591	4770	62.8	2821	37.2	2089	1621	1200	2681		24	65	56
330	237	8351	5248	62.8	3103	37.2	2298	1783	1320	2949		26	72	62

VALLIS OREGON

RAFFIC COUNT

6 AM. – 10 PM HOURS COUNTED

2nd & Van Buren INTERSECTION

TH ST	TOTAL	FROM NORTH AND SOUTH	PER CENT OF TOTAL	FROM EAST AND WEST	PER CENT OF TOTAL	SUMMARY BY LEGS					PED. USING X-WALK			
						NORTH	EAST	WEST	SOUTH		NORTH	EAST	WEST	SOUTH
	96	52	54	44	46	35	34	10	17		1	1	2	0
	544	335	62	209	38	220	152	57	115		0	4	3	1
	537	333	62	204	38	178	130	74	155		3	7	5	2
	486	297	61	189	39	143	115	74	154		4	2	5	3
	515	306	59	209	41	142	121	88	164		2	4	8	6
3	429	267	62	162	38	87	99	63	180		1	5	4	3
5	557	367	66	190	34	157	93	97	210		2	8	6	4
6	660	411	62	249	38	179	134	115	232		1	3	1	6
7	594	387	65	207	35	186	110	97	201		0	4	1	8
8	700	439	63	261	37	169	162	99	270		3	4	2	8
	842	552	66	290	34	220	133	157	332		3	7	5	11
2	747	506	68	241	32	160	118	123	346		1	4	6	13
3	286	159	56	127	44	68	79	48	91		2	4	1	1
3	283	168	59	115	41	77	77	38	91		0	5	4	1
3	135	88	65	47	35	34	26	21	54		0	1	0	0
5	180	103	57	77	43	34	38	39	69		0	2	3	1
6	7591	4770	62.8	2821	37.2	2089	1621	1200	2681		24	65	56	68
7	8351	5248	62.8	3103	37.2	2298	1783	1320	2949		26	72	62	75

3-8310 Mt. Hood Rock Prod. Proj. 1960

#5733

UG 11 1961

FOR FILING

August 10, 1961

FINAL COST ANALYSIS

Clackamas, Wasco & Hood River Co.
Contract No. 5733

Rock Production
Contractor: Dorman Construction Co.
Resident Engineer: W.J. Scofield

Mount Hood Highway
Prefix No. 3-8310-201(44)

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
3/4"-1/2" Cr. Mat'l in S.P.	630.88	Cu. Yd.	4.50	3.12	1,969.92	2,838.96
1/2"-1/4" Cr. Mat'l in S.P.	5,071.24	Cu. Yd.	4.50	3.12	15,834.95	22,820.58
1/4"-0 Cr. Mat'l in S.P.	6,338.67	Cu. Yd.	4.50	3.12	19,778.79	28,524.02
3/4"-0 Cr. Mat'l in S.P.	526.80	Cu. Yd.	4.50	3.12	1,644.93	2,107.20
Haul Adj. favor of State		Yd. Mi.	0.10	0.10	13.82	-13.82
					$39,242.41	$56.276.94

W. C. WILL

Gross Revenue	$ 56,276.94
Total Cost	39,242.41
Net Profit	$ 17,034.53

Net Profit equals 30.3% of Gross Revenue

DETAIL OF COSTS - Contract No. 5733

Labor:		
Labor	$ 9,912.70	
Labor Insurance	1,262.31	
Equipment Rental & Misc. Supplies:		
Equipment Rental, Owned	6,716.16	
Equipment Rental, Hired	7,668.50	
Gas, Oil and Grease	3,144.37	
Bond	322.50	
P.L. and P.D. Insurance	703.46	
Move in and Set up	3,668.86	
Powder Caps and Drill Steel	2,513.52	
Freight and Postage	350.00	
P.U.C. Permits	180.00	
Small Tools and Miscellaneous Supplies	1,125.54	
Home Office and General Overhead	1,688.31	
TOTAL COST		$ 39,256.23

Remarks - Contract No. 5733

This was a "State Project" calling for the crushing and stockpiling of approximately 12,000 cubic yards of crushed rock for later use by the State in connection with maintenance operation on the Warm Springs and Mount Hood Highways.

The project was bid June 30, 1960 and awarded July 7, 1960. Contractor started moving in July 20th and setting up the crusher. Crusher started operating August 2, 1960 with very good production. The Forest Ranger granted a permit to use a more suitable source which was free from roots and wood particles. Crushing was completed August 18th and stockpiles were shaped and project completed August 26, 1960.

Equipment used on the project: Crushing plant, power grader, compressor, two D8's with dozers and ten rented trucks.

Efficient supervision and equipment in good shape contributed to an excellent profit.

M. N. Juve
Chief Cost Analyst

By

H. R. Sturgis

RECEIVED
NOV 10 1960

FOR FILING
[illegible]

5733

November 9, 1960

United Pacific Insurance Co.,
Fidelity & Surety Department
P. O. Box 1216
Tacoma 1, Washington

Gentlemen:

State Highway contract #5733 for the Mt. Hood Rock Production Project on the Warm Springs and Mt. Hood Highways in Clackamas-Wasco-Hood River Counties was completed by the contractor, Dorman Construction Co., on August 26, 1960, and was formally accepted by the Highway Commission on September 29, 1960.

Final payment in the amount of $2,010.29 will be released to the contractor on or after November 19, 1960. The total contract amount is $56,276.94, and no force account work was performed on the project.

The State is not aware of any unpaid claims for labor or materials and assumes no responsibility for such claims should there be any.

This notice is sent as your company appears as surety on the performance bond furnished by the contractor on this project.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

Form E-1—(Rev.)—

3-8310

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending September 2, 1960

Section Mt. Hood Rock Production

Kind of work Rock Production

Highway Mt. Hood County Clackamas

Section prefix 3-8310

Contractor Dorman Construction Co.

Contract number 5733

Date of contract July 7, 1960

Specified work days 50

Date work started August 2, 1960

Work days used 28

Project authorization $60,581.25

Exclusive of engineering $56,273.25

Per cent of time elapsed 56 %

Estimated cost of completed project, exclusive of engineering $56,200

Estimated per cent overrun or underrun 0 %

Per cent of contract completed, based on estimated cost 100 %

Engineering authorization $4308

Engineering cost to date $4230, 98 %

Date project was completed August 26, 1960

ESTIMATED PER CENT COMPLETE

CLEARING	DRAINAGE	GRADING	STRUCTURES	BASE	OIL AND/OR PAVE.	MAT'L PROD.
						100

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, etc.:

FINAL REPORT

The final trimming of the stockpiles was done a week ago Friday and Saturday and the project can be considered completed.

A survey party remeasured the stockpiles on Tuesday.

CONSTRUCTION DIVISION
RECEIVED
SEP 6 1960
NOTED

NOTED

Noted
M. N. Juve

Signed

Address

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities (contract)			12,000		
Total quantities corrected to date			12,470		
Estimated quantities moved or placed to date			12,470		
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day			0		
Hours per shift			0		
Average force on project for week			0		

Men	0
Supervision	0
Men and trucks under 3 tons	
Men and trucks over 3 tons	
Men and tractors	

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Compaction rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday	Rain		
Tuesday	[illegible]		
Wednesday	"		
Thursday	"		
Friday	"		
Saturday			

A

RECEIVED
JUL 27 1960
FOR FILING
[illegible]
5733

FORM E-128

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

July 26, 1960

Dorman Construction Co.,
2818 E. 1st Street
Vancouver
Washington

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission:

> Contract #5733, awarded July 7, 1960, for the Mt. Hood Rock Production Project on the Warm Springs and Mt. Hood Highways in Clackamas-Wasco-Hood River Counties.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

ds
Encl.

4-1088 Quartz Cr.-Tillamook Co. 1960
Line Pav. Proj. on Sunset
#5734 Hwy.

Mr. Williams

RECEIVED
FEB 7 1961

FOR FILING

W. C. WILLIAMS

1

January 20, 1961

FINAL COST ANALYSIS

Paving

Quartz Cr. -Tillamook Co. Line
Contract No. 5634

Clatsop & Tillamook Counties
Prefix: 4-1088-201(41)

Contractor: Warren Northwest
Resident Engineer: James W. Cochell

4-1088

5634

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
Ashpaltic Concrete Mix	12, 173. 45	Ton	5. 35	5. 48	66, 769. 59	65, 127. 96
Asphalt in Mixture	697. 30	Ton	29. 00	29. 49	20, 561. 87	20, 221. 70
RS-2 Asphalt	40. 34	Ton	40. 00	36. 22	1, 461. 24	1, 613. 60
Preparation of Shoulders	1. 00	Lump Sum	500. 00	479. 82	479. 82	500. 00
Sprinkling	60. 00	M-Gals.	3. 00	2. 18	130. 56	180. 00
Haul & Place Aggregates	2, 553. 00	Cu. Yd.	1. 80	1. 79	4, 575. 05	4, 595. 40
200-300 Asphalt	122. 35	Ton	34. 00	32. 52	3, 979. 00	4, 159. 90
PA#1 Flagging					870. 81	870. 81
					$98, 827. 94	$97, 269. 37

Total Cost	$ 98, 827. 94
Gross Revenue	97, 269. 37
Net Loss	$ 1, 558. 57

Net Loss Equals 1. 6% of Gross Revenue

DETAIL OF COST - Contract No. 5734

Labor:				
Labor			$ 19,637.01	
Labor Insurance			1,767.33	
Health, Welfare and Pension			871.32	$ 22,275.66
Equipment Rental and Miscellaneous Supplies:				
Equipment Rental, Owned			5,678.48	
Equipment Rental, Hired			8,886.61	
Gas, Oil and Grease			3,185.86	
Bond			608.55	
P.L. and P.D. Insurance			1,978.17	
Fuel and Power			3,400.06	
Telephone			110.33	
Freight			1,857.91	
Office and Site Rent			75.00	
Auto and Truck Service			844.08	26,625.05
Materials:				
85-100 Asphalt	697.30 Ton	@ $27.84	19,412.83	
200-300 Asphalt	122.35 Ton	@ $28.26	3,457.79	
RS-2 Asphalt	40.34 Ton	@ $30.63	1,235.61	24,106.23
Subcontractor:				
Vanaken Crushing Co.	11,476 Ton	@ $2.25	25,821.00	25,821.00
		TOTAL COST		$ 98,827.94

Remarks - Contract No. 5734

This was a "State Project" calling for the construction of 7.03 miles of asphaltic concrete pavement, involving approximately 12,590 tons of asphaltic concrete, and construction of approximately 5.96 miles of Type 0-11 modified oil mat and approximately 1.07 miles of B-2 modified bituminous macadam shoulders, involving approximately 250 tons of asphalt and 2,440 cubic yards of state furnished aggregates.

The westerly end of the project was at Mile Post 24.47, which mile post is at the crossing of the Sunset Highway over the south fork of Quartz Creek, approximately 4.92 miles east of the Elsie Post Office. The easterly end of the project was at Mile Post 31.50, which mile point is 0.75 mile easterly of the Clatsop-Tillamook County Line. The overall length of the project was 7.03 miles.

Bids were opened June 30, 1960, awarded July 7, 1960 and the contractor started moving in his paving plant on July 14, 1960. Vanaken, subcontractor on crushing of aggregates, was set up in quarry on previous project. Work progressed very well and the project was completed August 30, 1960.

Equipment on the project: Complete crushing plant, 4000 lb. paving plant, Barbur-Greene, 2 rollers, water wagon, D8 with dozer, distributor, front end loader, blade, 3/4-yd. dragline, 8 rented trucks and miscellaneous trucks and pickups.

Good supervision, equipment in good condition but high cost of $2.25 per ton on aggregates and low bid on oil contributed to slight loss.

M.N. Juve
Chief Cost Analyst

By

H.R. Sturgis

RECEIVED
V 10 1960
FOR FILING
11-11-60
5734

November 9, 1960

Federal Insurance Co.,
Bonding Department
320 California Street
San Francisco 4, California

Gentlemen:

State Highway contract #5734 for paving the Quartz Creek-Tillamook County Line Section of Sunset Highway in Clatsop-Tillamook Counties was completed by the contractor, Warren Northwest, Inc., on August 30, 1960, and was formally accepted by the Highway Commission on November 3, 1960.

Final payment in the amount of $2,891.96 will be released to the contractor on or after November 19, 1960. The total contract amount is $97,269.37, of which amount $870.81 represents force account items.

The State is not aware of any unpaid claims for labor or materials and assumes no responsibility for such claims should there be any.

This notice is sent as your company appears as surety on the performance bond furnished by the contractor on this project.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

ds

cc: Federal Insurance Co.,
Ward Cook-Rodgers Ins. Co. Inc.,
603 Panama Bldg.,
Portland, Oregon

Form E-1—(Rev.)—

4-1088

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending October 1, 1960

Section Quartz Creek - Tillamook Co. Line
Kind of work Paving
Highway Sunset County
Section prefix 4-1088
Contractor Warren Northwest, Inc.
Contract number 5734
Date of contract July 7, 1960
Specified work days 50
Date work started August 8, 1960
Work days used 30
Project authorization $126,437.06
Exclusive of engineering $117,445.98
Per cent of time elapsed 60.00%
Estimated cost of completed project, exclusive of engineering $105,737.81
Estimated per cent ~~[illegible]~~ underrun 9.97%
Per cent of contract completed, based on estimated cost 100.00%
Engineering authorization $8,991.08
Engineering cost to date $8,314.33, 92.47%
Date project was completed August 30, 1960

ESTIMATED PER CENT COMPLETE

CLEARING	DRAINAGE	GRADING	STRUCTURES	BASE	OIL AND/OR PAVE.	MAT'L PROD.
					100.00	

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, etc.:

Semi-Final was completed and submitted to the Division Office on Wednesday, September 28, 1960.

NOTED

CONSTRUCTION DIVISION
RECEIVED
OCT 3 1960
NOTED-- CE ACE ACE COE

Note
M. N Juve

Signed
Address PO Box 4699, Sellwood Sta., Portland 2,

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					7.03
Miles partially completed					
Miles completed					7.03
Total estimated quantities (contract)					12,590.00
Total quantities corrected to date					12,173.45
Estimated quantities moved or placed to date					12,173.45
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Men

Supervision

Men and trucks under 3 tons

Men and trucks over 3 tons

Men and tractors

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Compaction rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Fair		
Monday	Fair		
Tuesday	Fair		
Wednesday	Fair		
Thursday	Fair		
Friday	Fair		
Saturday			

A

RECEIVED
JUL 27 1960
FOR FILING
4-1988
5734

FORM E-120

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

July 26, 1960

Warren Northwest, Inc.,
P. O. Box 5072
Portland
Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission:

> Contract #5734, awarded July 7, 1960, for paving the Quartz Creek-Tillamook County Line Section on Sunset Highway in Clatsop-Tillamook Counties.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc
Encl.

F-172(10) Beaver Creek Bridge on 1960
Oregon Coast Hwy.
#5735

RECEIVED
[illegible] 16 1962

F-172(10)

477 Cottage St. S.E.
Salem, Oregon

Forrest Cooper, State Highway Engineer
Salem, Oregon

November 13, 1962

06-31.5

A. W. Parsons, Division Engineer
Salem, Oregon

By: L. R. Backlund
Administrative Engr.

Oregon Project F-172(10)
Beaver Cr. Br. Section, Oregon Coast Highway
Voucher No. 12 - Final
Net Amount Claimed - $20,025.00

The subject voucher has been approved in the reduced amount of $19,981.00. Deduction has been made in accordance with the attached Schedule of Exceptions No. 2.

Total amount of deduction	$68.79
Federal-aid Pro-rata	63.93%
Net deduction in even dollars	$44.00

In the event you disagree with the deduction made, it will be necessary to present a reclaim in accordance with Instructional Memorandum 4-1-61.

Attachment

original To Young
with attachment
11-15-62

RECEIVED
NOV 14 1962
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED

RECEIVED
OCT 13 1961
FOR FILING

5735

October 13, 1961

Great American Insurance Co.,
Wells-Rend Insurance
412 Failing Bldg.,
Portland 4, Oregon

Gentlemen:

State Highway contract #5735 for structure-grading-paving the Beaver Creek Section of the Oregon Coast Highway in Coos County was completed by the contractor, Johnston & Bryant, on August 3, 1961, and was formally accepted by the Highway Commission on September 15, 1961.

Final payment in the amount of $7,015.45 will be released to the contractor on or after October 20, 1961. The total contract amount is $234,985.34, of which amount $1,[illegible]14.05 represents force account items.

The State is not aware of any unpaid claims for labor or materials and assumes no responsibility for such claims should there be any.

This notice is sent as your company appears as surety on the performance bond furnished by the contractor on this project.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: Great American Insurance Co.,
Bond Department
340 California Street
San Francisco 4, California

cc: Great American Insurance Co.,
Portland Service Office
407 Failing Bldg.,
Portland 4, Oregon

cc: Johnston & Bryant

RECEIVED
AUG 11 1961
FOR FILING

D Cook

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

F 172(10)
5735

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

August 10, 1961

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
477 Cottage, N.E.
Salem, Oregon

Dear Sir:

Johnston & Bryant completed work on the Beaver Creek Bridge Project on the Oregon Coast Highway in Coos County, Contract #5735, FAP No. F-172(10), on August 3, 1961.

Very truly yours,

Ivan D. Merchant
Bridge Engineer

nk

cc: J. W. Nash
Floyd Query
D. B. Parkes

NOTED
FLOYD QUERY

NOTED ON CARD
LL

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JUL 18 1961
FOR FILING
5735

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH ... RIDGE..., MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD
LLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

July 14, 1961

Mr. C. C. Polk
Division Engineer
Bureau of Public Roads
477 Cottage Street, N.E.
Salem, Oregon

Record Sampling
Project F-172(10)
Beaver Creek Bridge
Oregon Coast Highway

Dear Sir:

Attached in duplicate is a report from Mr. Raymond R. Olsen on the record sampling of top and bottom course base on the above-named project.

This sampling was done in accordance with your request of July 10, 1961.

Very truly yours,

W. C. Williams
State Highway Engineer

By

L. H. Young
Assistant Construction Engineer

Attach.

CHB:fp

cc Forrest Cooper
F. D. Morgan

RECEIVED
... 1961
... ENGINEER

NOTED
FORREST COOPER

FORM E-301 5CM 7-60 29396

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE
Roseburg, Oregon
July 7, 1961

SUBJECT: Bureau of Public Roads Record Sampling
Beaver Creek Bridge Section
Oregon Coast Highway
Coos County
Project No. F-172 (10)

To: F. D. Morgan
Division Engineer
OFFICE

Date Sampled: 6-29-61
BPR Representative: None present, permission granted to Jim Putnam
Samples Taken From: Bottom and top base courses
Work to be Done: Asphaltic Concrete to be cored

1. Station 595+00 Left 2 feet

	Top Base Course	Bottom Base Course
Sample Data No.	A63676	A63677
Constructed thickness	2 inches	17 inches
Specified thickness	2 inches	15 inches

2. Station 591+50 Left 7 feet

	Top Course Base	Bottom Course Base
Sample Data No.	A63678	A63679
Constructed Thickness	2½ inches	17½ inches
Specified Thickness	2 inches	15 inches

3. Station 580+50 Left 5 feet

	Top Course Base	Bottom Course Base
Sample Data No.	—	A63680
Constructed thickness	Not on	17½ inches
Specified thickness	2 inches	15 inches

The base courses were not complete on north side of Bridge.

Raymond R. Olsen
Division Soils Engineer

ds
cc: R. A. Sandmann
E. H. Ash

RECEIVED
JUL 17 1961

FOR FILING

5735

477 Cottage Street, N. E.
Salem, Oregon

July 10, 1961

Mr. W. C. Williams, State Highway Engineer
Salem, Oregon

C. G. Polk, Division Engineer
08-35.4-DB Salem, Oregon

Record Sampling Oregon Projects F-172(10) and S-234(18)

In confirming our telephone conversation with your Roseburg Division office concerning the Beaver Creek Bridge, Project F-172(10), you are authorized to proceed with obtaining record samples of the base rock and 3/4"-0 leveling course as personnel from this office will not be able to be present for this sampling.

This sampling should be obtained in accordance with Instructional Memorandum 20-5-6 and its supplements.

With regard to the West Unit of the Siuslaw R.-Walton, Richardson-Eugene Highway S-234(18) record samples of the base and leveling course will also be required. Please advise when you will be ready to take these samples and we will arrange to have someone from this office to be present if feasible.

orig. to Cdw.

NOTED
FORREST COOPER

For Card 5735 8-22-60

RECEIVED
AUG 31 1960
FOR FILING

Monthly Transaction No. 8-144	Fo R-2 (9 57) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	State **Oregon**
Project Report No. F-172 (10) 5735	**FEDERAL-AID PROJECT AGREEMENT**	County **Coos** Project No. **F-172(10)**

The State, through its Highway Department, having complied with the terms and conditions set forth in the Federal-Aid Road Act, approved July 11, 1916 (39 Stat. 355), as amended and supplemented, and in the Regulations issued pursuant thereto by the Secretary of Commerce, relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein.

Project termini

SR 42, Beaver Creek Bridge 5 mi. N. Coquille
(Beaver Creek Bridge Section)

Project classification or class of work	Effective date of authorization	Approximate length *(Miles)*
Highway planning		
Preliminary engineering		
Rights-of-Way		
Construction	6-8-60	0.4
Other *(Specify)*		

FUNDS

Estimated total cost of project	Federal funds
$ 265,007	$ 160,000

The State further stipulates that pursuant to said Act and Regulations, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By

~~Deputy~~ **State Highway Engineer**
(title)

By ____________________

____
(title)

By ____________________

____
(title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

C. G. Polk
Division Engineer

By: RC Wright
R. C. Wright
Administrative Manager

Date executed by
Division Engineer **August 22, 1960**

August 17, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding two copies of project agreement, signed by the Highway Commission, for the Beaver Creek Bridge Section, Project No. F-172(10).

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

RWC:bb

July 27, 1960

Mr. C. C. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding four copies of estimate as a basis for project agreement for the Beaver Creek Bridge Section, Project No. F-172(10).

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

RMC:er

Oregon State Highway Department

Federal Aid
Project No. F-172(10)

BEAVER CREEK BRIDGE SECTION OF THE OREGON COAST HIGHWAY IN COOS COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, July 27, 1960

Type Code 6201
Roadway (Sta. 576+00 to Sta. 599+00)(Contract No. 5735)

Clearing and Grubbing	All Required		$ 500.00
Removal of Pavement	2,380 sq.yds.	$2.00	4,760.00
Drainage Excavation, Unclassified	40 cu.yds.	2.00	80.00
General Excavation, Unclassified	4,500 cu.yds.	1.20	5,400.00
12-inch Concrete Pipe	74 lin.ft.	2.50	185.00
Metal Guard Rail	500 lin.ft.	2.40	1,200.00
Guide Posts, Type W-1	8 only	6.00	48.00
Coarse Crushed Material in Base	4,500 cu.yds.	4.27	19,215.00
3/4" - 0 Material in Base	760 cu.yds.	4.52	3,435.20
Sprinkling	180 M-gals.	4.00	720.00
Class "B" Asphaltic Concrete	1,190 tons	10.75	12,792.50
Extra for Paving Approaches	2 only	50.00	100.00
Asphaltic Concrete Traffic Markers	810 lin.ft.	1.50	1,215.00
	Subtotal		$ 49,650.70
Flagging (57½% of Contractor's Cost)	All Required		500.00
Signing (Permanent)	All Required		250.00
Signing (Temporary)	All Required		1,500.00
	Subtotal		$ 51,900.00
	10% Engr. & Cont.		5,190.00
			$ 57,090.00

Type Code X021
Beaver Creek Bridge #3173-B (Sta. 582+21 to Sta. 589+53)
(Contract No. 5735)

Remove Old Bridge	All Required		$ 5,000.00
Shoring, Cribbing, etc.	All Required		1,000.00
Structural Excavation	1,025 cu.yds.	$5.00	5,125.00
Structural Excavation Below Elevation Shown	50 cu.yds.	1.00	50.00
Furnish Treated Timber Piling	600 lin.ft.	1.60	960.00
Furnish Timber Piling	36,470 lin.ft.	.65	23,705.50
Drive Timber Piles	541 only	50.00	27,050.00
Class "A" Concrete (1,431 cu.yds.)	All Required		82,998.00
Metal Reinforcement (337,725 lbs.)	All Required		40,127.00
Salvage and Reinstall Metal Handrail	All Required		3,000.00
	Subtotal		$189,015.50
	10% Engr. & Cont.		18,901.50
	Total		$207,917.00

Length of Roadway	0.297 mile
Length of Bridge	0.139 mile
Total Length	0.436 mile
Cost of Roadway per mile . . .	$192,222.22

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Roadway	$ 57,090.00	$ 34,000.00	$ 23,090.00
Bridge	207,917.00	126,000.00	81,917.00
	$265,007.00	$160,000.00	$105,007.00

State Funds for Const.: Chap. 175, Laws, 1927; Chap. 31, Laws, 1920; Chap. 529, Laws, 1939

State Funds for Maint.: Chap. 529, Laws, 1939

Federal Aid
Oregon State Highway Department   Project No. F-172(10)

BEAVER CREEK BRIDGE SECTION OF THE OREGON COAST HIGHWAY IN COOS COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, June 3, 1960

Type Code 6201
Roadway (Sta. 576+00 to Sta. 599+00)

Clearing and Grubbing	All Required	$	$ 1,500.00
Removal of Pavement	2,380 sq. yds.	1.00	2,380.00
Drainage Excavation, Unclassified	40 cu. yds.	3.00	120.00
General Excavation, Unclassified	4,500 cu. yds.	1.00	4,500.00
12-inch Concrete Pipe	74 lin. ft.	2.50	185.00
Metal Guard Rail	500 lin. ft.	3.00	1,500.00
Guide Posts, Type W-1	8 only	6.00	48.00
Coarse Crushed Material in Base	4,500 cu. yds.	5.00	22,500.00
3/4" - 0 Material in Base	760 cu. yds.	5.50	4,180.00
Sprinkling	180 M-gal.	3.00	540.00
Class "B" Asphaltic Concrete	1,190 tons	12.00	14,280.00
Extra for Paving Approaches	2 only	30.00	60.00
Asphaltic Concrete Traffic Markers	810 lin. ft.	1.00	810.00
			$ 52,603.00
Flagging (57½% of Contractor's Cost)	All Required		500.00
Signing (Permanent)	All Required		250.00
Signing (Temporary)	All Required		1,500.00
	Subtotal		$ 54,853.00
	10% Engr. & Cont.		5,485.00
	Total		$ 60,338.00

Type Code X021
Beaver Creek Bridge #3173-B (Sta. 582+21 to Sta. 589+53)

Remove Old Bridge	All Required		$ 4,000.00
Shoring, Cribbing, Etc.	All Required		2,000.00
Structural Excavation	1,025 cu. yds.	$5.00	5,125.00
Structural Excavation Below Elevation Shown	50 cu. yds.	5.00	250.00
Furnish Treated Timber Piling	600 lin. ft.	1.50	900.00
Furnish Timber Piling	36,470 lin. ft.	1.00	36,470.00
Drive Timber Piles	541 only	50.00	27,050.00
Class "A" Concrete (1,431 cu.yds. at $68.00)	All Required		97,308.00
Metal Reinforcement (337,725 lbs. at $0.125)	All Required		42,215.63
Salvage and Reinstall Metal Handrail	All Required		8,000.00
	Subtotal		$223,318.63
	10% Engr. & Cont.		22,331.37
	Total		$245,650.00

Length of Roadway - - - - - - -	0.297 Mile
Length of Bridge- - - - - - - -	0.139 Mile
Total Length- - - - - - - - - -	0.436 Mile
Cost of Roadway Per Mile- - - -	$203,158.24

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Roadway	$ 60,338.00	$ 36,000.00	$ 24,338.00
Bridge	245,650.00	148,000.00	97,650.00
	$305,988.00	$184,000.00	$121,988.00

RECEIVED
FORM E-122
AUG 3 - 1960
FOR FILING

F-172(10)

5735

A

COMMISSIONERS
M. K. MCIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

August 8, 1960

Johnston & Bryant
803 East 6th
Newberg
Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission:

> Contract #5735, awarded July 7, 1960, for structure-grading-paving the Beaver Creek Section of the Oregon Coast Highway in Coos County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

ds
Encl.

RECEIVED

FOR [illegible]

F 172 (10)

When replying, refer to
08-35.1

5735

408 State Highway Building
Salem, Oregon

July 7, 1960

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to advise of our prior verbal concurrence as of this date in award of Contract No. 5735 for Oregon Project F-172(10), Beaver Creek Bridge Section of the Oregon Coast Highway, to Johnston and Bryant of Newberg, Oregon, low bidder in the amount of $238,666.20 at the June 30, 1960 bid opening.

Very truly yours,

C. G. Polk
Division Engineer

RECEIVED
[illegible] 0
FOR FILING

IDAHO
MONTANA
OREGON
WASHINGTON

U. S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
REGION EIGHT

F-172(10) When replying, refer to:
08-35.1

408 State Highway Building
Salem, Oregon

June 8, 1960

5935

F-172(10)

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Dear Sir:

We have today approved the P. S. and E. documents for Oregon Project F 172(10), Beaver Creek Bridge Section of the Oregon Coast Highway.

This is to authorize your advertising for bids.

Concurrence in award will be withheld pending notification that all rights-of-way or rights-of-entry have been acquired.

Very truly yours,

C G Polk
C. G. Polk
Division Engineer

6/10/60
copy to Gardner
H.T.

NOTED
C. G. [illegible]

RECEIVED
[illegible]
OFFICE OF
STATE HIGHWAY ENGINEER

9-1055 Lava Butte Pav. Proj. on The Dalles-Calif. Hwy. 1960

#5736

RECEIVED
APR 18 1961
FOR FILING
9-10 55
5736

NOTE:
W. C. WILLIAMS

Mr. Williams

FINAL COST ANALYSIS
Paving
Contractor: Babler Bros.
Resident Engineer: R.H. Clark

Lava Butte Section
Contract No. 5736

Deschutes County
March 20, 1961

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
Asphaltic Concrete Mix	8,497.64	Ton	7.60	5.60	47,601.66	64,582.06
Asphalt in Mix	449.58	Ton	40.00	36.67	16,485.23	17,983.20
RS-2 Asphalt	12.29	Ton	60.00	43.53	534.92	737.40
Flagging	All				860.67	494.88
					$65,482.47	$83,797.54

Gross Revenue	$ 83,797.54
Total Cost	65,482.47
Net Profit	$ 18,315.07

Net Profit equals 21.856% of Gross Revenue

RECEIVED
APR 17 1961
OFFICE OF
STATE HIGHWAY ENGINEER

DETAIL OF COST - Contract No. 5736

Labor:		
Labor (All)	$ 9,253.87	
OASI - Tax	742.40	
Welfare - Pension	480.02	
Travel Pay	97.65	$ 10,573.94
Material:		
Aggregates (Purchased)	14,870.87	
Asphalt in Mix	11,056.32	
RS-2 Asphalt	331.83	26,259.02
Equipment Rental and Miscellaneous Supplies:		
Equipment Rental, Owned	6,622.40	
Equipment Rental, Hired	9,192.43	
Gas - Oil	3,497.39	
P.U.C. License	45.99	
Bond & P.L.-P.D. Insurance	609.14	
Freight (Including Asphalt Freight)	3,708.66	
Small Tools and Miscellaneous Supplies	323.50	
Move In (Labor Included Above)	2,350.00	
Home Office and General Overhead	2,300.00	28,649.51
TOTAL COST		$ 65,482.47

Remarks - Contract No. 5736

This was a "State Project" calling for the construction of 4.40 miles of asphaltic concrete pavement overlay on The Dalles-California Highway, commencing at approximately mile point 148.12 about 0.8 mile north of Lava Butte and running southerly to approximately 0.46 mile north of Camp Abbot Road in Deschutes County.

The contract was awarded July 7, 1960. The contractor began moving the paving plant into the Tumalo site October 5, 1960. Patching operation began October 10th with paving beginning at the south end of the project October 11th. Paving was completed October 20, 1960. This project included a small section of 3-land and a short section of 4-lane highway.

Rock was purchased commercially at a reasonable price. The plant had a very short move keeping that cost exceptionally low. These factors, together with an efficient operation, resulted in very good profit of 21.85% on the gross revenue.

M.N. Juve
Chief Cost Analyst

By

A. Bollinger

RECEIVED
MAR 2 1961
FOR FILING

9-10 55

4936

March 2, 1961

General Insurance Co. of America
Portland Service Office
209 SW 4th Avenue
Portland 4, Oregon

Gentlemen:

State Highway contract #5736 for paving the Lava Butte Section of The Dalles-California Highway in Deschutes County was completed by the contractor, Babler Bros. Inc., on October 20, 1960, and was formally accepted by the Highway Commission on November 3, 1960.

Final payment in the amount of $2,499.08 will be released to the contractor on or after March 13, 1961. The total contract amount is $83,797.54, of which amount $494.88 represents force account items.

The State is not aware of any unpaid claims for labor or materials and assumes no responsibility for such claims should there be any.

This notice is sent as your company appears as surety on the performance bond furnished by the contractor on this project.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: Babler Bros. Inc.,
4617 SE Milwaukie Avenue
Portland 2
Oregon

Form E-1—(Rev.)-

9-1055
5736

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending October 29, 1960

Section Lava Butte

Kind of work Paving

Highway The Dalles-Calif. County Deschutes

Section prefix 9-1055

Contractor Babler Bros., Inc.

Contract number 5736

Date of contract 7-7-60, 19

Specified work days 70

Date work started 10-3-60, 19

Work days used 68

Project authorization $ 89,964.00

Exclusive of engineering $ 83,566.56

Per cent of time elapsed 97.14 %

Estimated cost of completed project, exclusive of engineering $ 83,802.66

~~Estimated~~ per cent overrun ~~or underrun~~ 0.28 %

Per cent of contract completed, based on estimated cost 100 %

Engineering authorization $ 6,397.44

Engineering cost to date $ 4,000.00, 62.53 %

Date project was completed 10-20-60, 19

ESTIMATED PER CENT COMPLETE

CLEARING	DRAINAGE	GRADING	STRUCTURES	BASE	OIL AND/OR PAVE.	MAT'L PROD.
None		None		None	100	

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, etc.:

The paving plant was set up during the week of Oct. 3-9.

The Contractor started patching on Monday afternoon, Oct. 10, with full operation beginning on Tuesday morning. The paving was completed on Wednesday, Oct. 19, with rolling and general clean-up being done on the 20th.

The semi-final estimate has been submitted to the Division Office.

FINAL REPORT

CONSTRUCTION DIVISION
RECEIVED
OCT 31 1960
NOTED-- CE ACE ACL COE

NOTED
JOHN R. OAKES

NOTED
C. E. PAULSEN

Signed R. H. Clark, By:

Address Bend

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					4.40
Miles partially completed					
Miles completed					4.40
Total estimated quantities (contract)					8,030 Tons 440 "
Total quantities corrected to date					8,500 450
Estimated quantities moved or placed to date					8,500 450
Average daily quantities					1,215 (7 Da.) 64
Average daily quantities necessary to complete project on time					Complete
Number shifts per day					
Hours per shift					
Average force on project for week					

Men

Supervision

Men and trucks under 3 tons

Men and trucks over 3 tons

Men and tractors

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Compaction rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Showers		
Monday	O'Cast-Cool		
Tuesday	"		
Wednesday	"		
Thursday	"		
Friday	"		
Saturday			

FORM E-123

RECEIVED
AUG 3 - 1960
FOR FILING

7-1055

5736

A

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

August 3, 1960

Babler Bros., Inc.,
4617 SE Milwaukie Avenue
Portland 2,
Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission:

> Contract #5736, awarded July 7, 1960, for paving the Lava Butte Section of The Dalles-California Highway in Deschutes County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

de
Encl.

RECEIVED
[illegible] 1960
FOR FILING

9-1055

5736

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Bend, Oregon
May 13, 1960

SUBJECT: Lava Butte-Lava Caves Section
The Dalles-California Highway

To:

Mr. Tom Edwards
Construction Engineer
Salem, Oregon

Herewith the following supporting data for an overlay job, Lava Butte-Lava Caves Section of The Dalles-California Highway, in Deschutes County:

4 - Copies Special Provisions
5 - Copies Estimate
3 - Copies of Surface Calculation Sheets
2 - Sketch Maps

GEORGE W. MARTIN
Division Office Engineer

Same section
Estimate of cost.
$75,340

GWM:bn
Enclosures

[illegible]

CONSTRUCTION DIVISION
RECEIVED
MAY 16 1960
NOTED--☐☑☐☐☐
CE ACE ACE COE

NOTED
P. M. STEPHENSON

NOTED
J. A. PHILLIPS

FORM E-30 50M 6-58 13046

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 17, 1960

SUBJECT: MP 148.12 - MP 152.5,
The Dalles-California
Highway

To:

P. M. Stephenson
Assistant State Highway Engineer

Building

The attached pictures were taken on the section of The Dalles-California Highway, US 97, between Mile Point 148.12 and Mile Point 152.5 about 8 miles south of Bend near Lava Butte.

This is an AC pavement constructed of cinder aggregate which gives the appearance of being in excellent condition while driving over it at 60 mph. It is badly cracked, however, with both transverse and longitudinal cracks due, no doubt, to excessive deflection under heavy traffic. The cracks are beginning to spall and some places are as much as 2" wide and 2" deep.

It would appear that this section of 4.38 miles plus .1 mile of 4-lane and .5 mile of 3-lane pavement equivalent of 4.73 miles of 2-lane highway should receive some treatment this year.

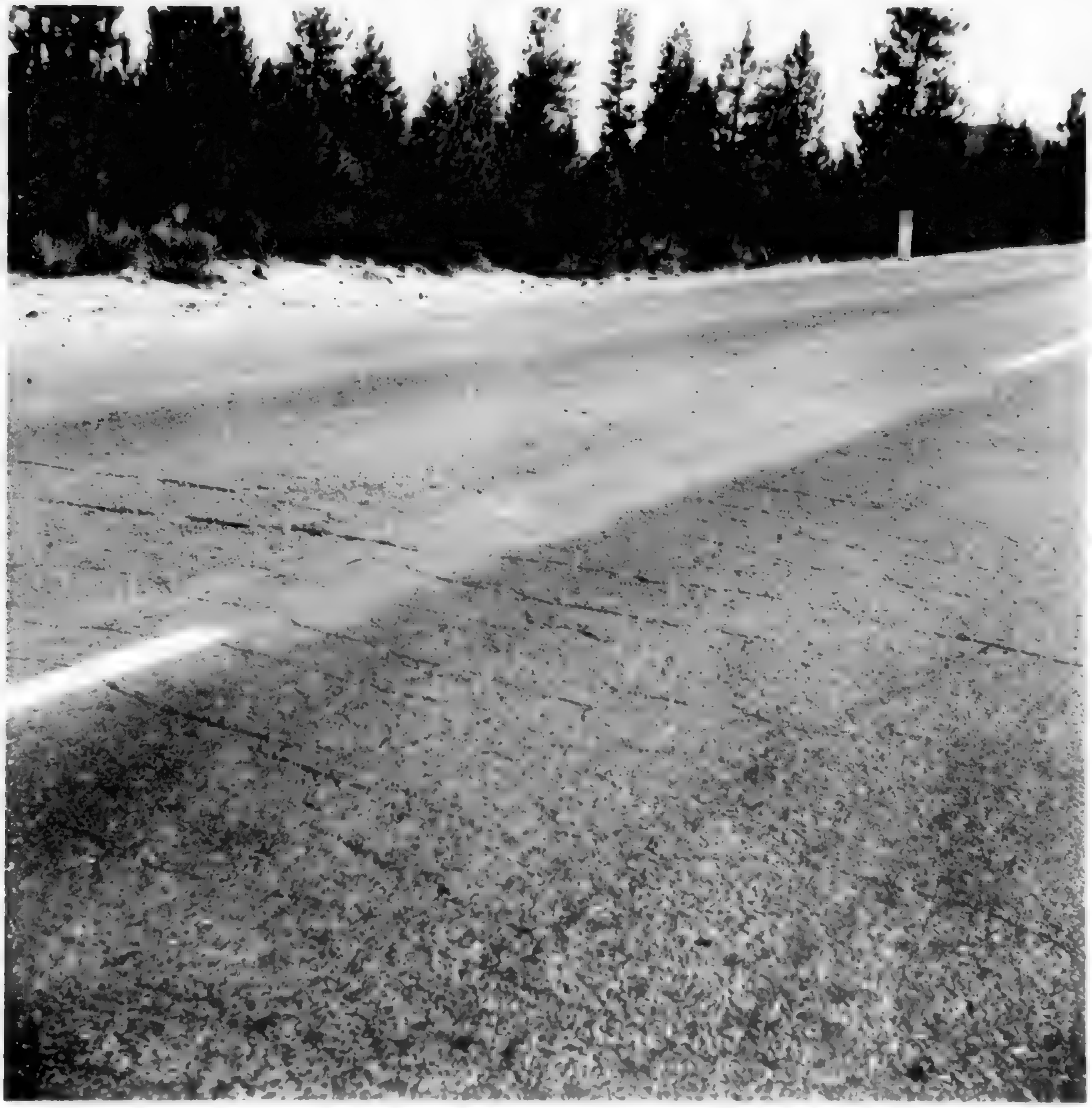
Mr. Swift and Mr. Warfield recommend that, if possible, a 1-1/2" overlay of AC produced from rock aggregate be laid over this section. They recommand that the AC be full width, that is, two 11' lanes plus 4' shoulders. This would require 7100 tons of hot stuff which, at a price of $9.00 per ton in place, would amount to $63,900 or $72,000 including contingencies and engineering.

The Division 1V projects listed in the two and one-half million dollar overlay construction program were estimated at $445,000. These projects have now been let at a cost of $398,172.38. Possibly the difference of almost $47,000 could be applied toward the above project.

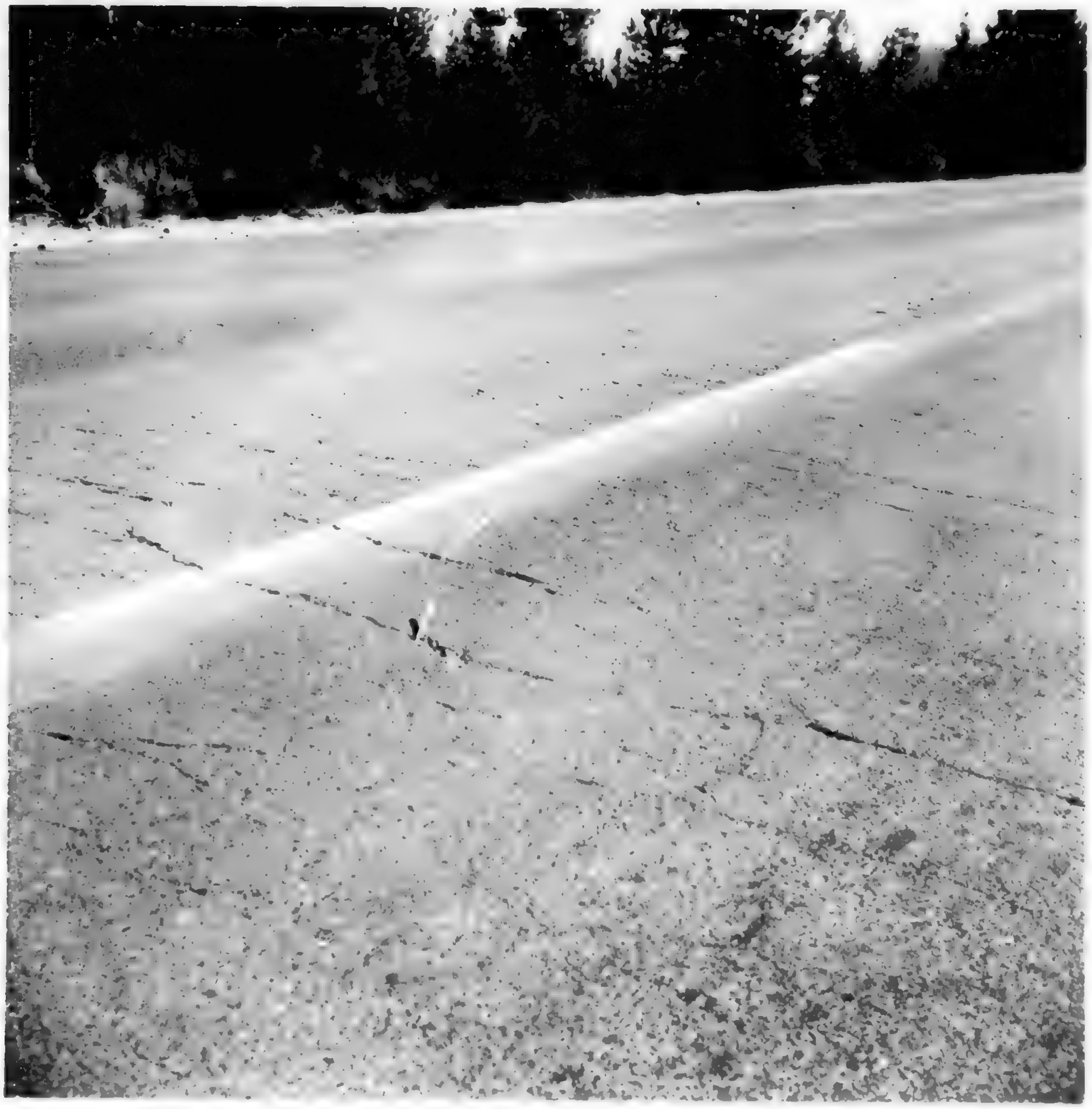
I. A. DeFrance
Maintenance Engineer

NOTED
P. M. STEPHENSON

Enclosure
IAD:je
CC: Dean Swift



Mile Point 152.0, The Dalles-California Highway - May 11, 1960



Mile Point 152.0, The Dalles-California
Highway - May 11, 1960

15-3415 Medford Office Building 1960

#5737

C&A 2263 7.18.60

RECEIVED
SEP 19 1961
FOR FILING

5737

September 19, 1961

Standard Accident Insurance Co.,
Detroit 32
Michigan

Gentlemen:

A post-final payment in the amount of $412.13 will be made to the Rogue Valley Const. Co., on contract #5737 for construction of the Medford Office Building, Jackson County, as soon as the warrant is prepared.

The total amount paid the contractor in connection with this contract will be $75,442.13, including the post-final payment. There was no force account work performed in connection with this contract.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: Standard Accident Insurance Co.,
Goldy & Henselman Ins.,
18 North Front
Medford, Oregon

cc: Rogue Valley Const. Co.,
3334 Forest Ave.,
Medford, Oregon

RECEIVED
MAY 18 1961

FOR FILING
15-3415

5737

D Cork

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 16, 1961

SUBJECT:

To: Mr. D. B. Parkes
Contract Payments Engineer
OFFICE

Rogue Valley Construction Company completed work on the Medford Office Building Project, Contract #5737 (State Project), in Jackson County on April 7, 1961.

Will you please secure authority from the Commission to pay the final estimate on this job.

Ivan D. Merchant
Bridge Engineer

nk

cc: Floyd Query

NOTED
FLOYD QUERY

NOTED ON CARD
1c

RECEIVED

FOR FILING

15-3415

5737

MISC. CONTRACTS AND
AGREEMENTS No. 2263

July 18, 1960

agenda item 5-i
7-7-60

Roberts, Kellington & Branchfield
201 - 205 U. S. National Bank Bldg.
Medford, Oregon

Attention: G. W. Kellington

Gentlemen:

We are enclosing two copies of the agreement between the California Oregon Power Company, Medford, Oregon, and the Oregon State Highway Commission, which have been signed by the Commission and approved by our Legal Department.

Please have these copies signed by the California Oregon Power Company and return one copy to us for our files.

Very truly yours,

W. C. Williams
State Highway Engineer

By

E. F. Chidsey
Assistant Maintenance Engineer

pa
encls.

FORM E-30 50M 7-59 22124

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 1, 1960

SUBJECT: Copco Agreement
Medford Office Building

To:
P. M. Stephenson
Assistant State Highway Engineer
BUILDING

Enclosed are two copies of the agreement between the State Highway Commission and Copco under which our new building can encroach on the area occupied by Copco power line across our property,

This agreement has been considered and approved by our legal counsel and if it meets with your approval should be presented to the Commission for further processing.

E. F. Chidsey
Assistant Maintenance Engineer

EFC:pa
encls.

RECEIVED
JUL 1 1960
OFFICE OF
STATE HIGHWAY ENGINEER

LAW OFFICES OF
ROBERTS, KELLINGTON & BRANCHFIELD
201-205 U. S. NATIONAL BANK BLDG.
MEDFORD, OREGON

GEORGE M. ROBERTS
G. W. KELLINGTON
EDW. BRANCHFIELD
R. D. HEFFERNAN, JR.

June 29, 1960

State Highway Department
Salem, Oregon

Attention: Mr. E. F. Chidsey,
Assistant Maintenance Engineer

Gentlemen:

We have a copy of your letter of May 26, 1960, addressed to The California Oregon Power Company, Medford, Oregon, Attention Mr. W. V. Hammond, Distribution Superintendent, relative to the adjustment of The California Oregon Power Company's existing transmission line No. 3 north of Medford in order to permit the construction of a new State Police building.

We have given the matter rather careful consideration and are enclosing a form of agreement which we believe can be legally executed by the Commission. We prefer an agreement rather than an exchange of letters and believe that we can accomplish the same ends by an appropriate agreement. Will you kindly refer the matter to your Legal Department and have them get in touch with us and if the agreement is satisfactory to the Legal Department, have the Highway Commission properly execute the same and return it to us for execution by The California Oregon Power Company.

Your continued cooperation in respect to this matter will be greatly appreciated.

Yours very truly,

G. W. Kellington
for ROBERTS, KELLINGTON & BRANCHFIELD

GWK:jlc
Enc.

RECEIVED
AUG 4 - 1960
FOR FILING
15 415
5737

A

FORM E-120

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

August 3, 1960

Rogue Valley Construction Co.,
3334 Forest Avenue
Medford
Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission:

Contract #5737, awarded July 7, 1960, for construction of the Medford Office Building, Jackson County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

de
Encl.

RECEIVED
[illegible] 1960
FOR FILING
15-3415

IN REPLY PLEASE REFER
TO OUR FILE NUMBER 5737

THE CALIFORNIA OREGON POWER COMPANY

MEDFORD, OREGON

REFERRED TO Stephenson
By State Highway Engineer

July 21, 1960

Oregon State Highway Department

Salem, Oregon

Attention: Mr. W. C. Williams
State Highway Engineer

Gentlemen:

As requested by your Mr. E. F. Chidsey in his letter of July 18, 1960, there is enclosed a completed copy of the agreement between The California Oregon Power Company and the Oregon State Highway Commission, which agreement is relative to the erection of a building adjacent to the Oregon State Police building on the North Pacific Highway at Medford.

We will complete the work necessary as quickly as possible and forward the bill in accordance with the agreement. Thank you for the completion of this agreement.

Very truly yours,

THE CALIFORNIA OREGON POWER COMPANY

V. W. HAMMOND
Distribution Superintendent

VWH/sc
Attachment

agreement retained in Office of Secty
approved by Com 7-7 but
had not been signed by Power Co.
F.C.

RECEIVED
JUL 22 1960
OREGON
STATE HIGHWAY COMMISSION

NOTED
P. M. STEPHENSON

RECEIVED
JUL 22 1960
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
[illegible] 1960
FOR FILING

15-3415

5737

July 5, 1960

Oregon State Highway Commission

Gentlemen:

Bids were opened Thursday, June 30, for the construction of an office building in Medford, Oregon, to house branch offices of the State Police, Motor Vehicle Department, and Public Utility Commissioner.

It is necessary to increase the vertical clearance of a high-voltage transmission line owned by the California Oregon Power Company, which is directly above the site of the proposed building.

An agreement has been prepared and approved by our Legal Department to reimburse the California Oregon Power Company for revamping its transmission line to provide the adequate clearance necessary and to protect the California Oregon Power Company from any and all claims arising from the erection, occupancy, and maintenance of the proposed building.

It is recommended that you approve this agreement, which will be presented by the Secretary for your signature at the next meeting of the State Highway Commission.

This matter will be on the agenda for the July 7-8 meeting.

Very truly yours,

W. C. Williams
State Highway Engineer

PMS:er ms
cc: Mr. P. M. Stephenson

17-1048 Hayes Hill-Sauers Flat 1960
Pav. Proj. on Redwood Hwy.
#5738

W. C. Williams

RECEIVED
MAY 2 1961
FOR FILING

NOTED
W. C. WILLIAMS

April 24, 1961

Hayes Hill-Sauers Flat
Contract No. 5738

17-1048

Item 5738

FINAL COST ANALYSIS
Paving
Contractor: Warren Northwest Co.
Resident Engineer: Glenn E. Roberts

Redwood Highway
Prefix No. 17-1048

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
Cl. B Asphaltic Concrete	12,510.20	Ton	6.65	6.09	76,207.93	83,192.83
3/4"-0 Mat'l in Shoulders	4,980	Cu. Yd.	3.75	3.20	15,923.34	18,675.00
Sprinkling	236.25	M-Gal.	2.50	2.07	488.40	590.63
PA#1 Purch. Exc. 3/4"-0 Mat'l.	1,500.9	Cu. Yd.	1.24	1.24	1,861.12	1,861.12
PA#2 Purch. Exc. 3/4"-1/4" Mat'l.	1,152.6	Cu. Yd.	1.24	1.24	1,429.22	1,429.22
PA#3 Purch. Exc. 1/4"-0 Mat'l.	2,082.7	Cu. Yd.	1.24	1.24	2,582.55	2,582.55
Force Account (Flagging)					975.65	975.65
					$99,468.21	$109,307.00

Gross Revenue	$ 109,307.20
Total Cost	99,468.21
Net Profit	$ 9,838.99

Net Profit equals 9% of Gross Revenue

DETAIL OF COST - Contract No. 5738

Labor:		
Labor	$ 18,554.79	
Labor Insurance	1,137.41	
Health, Welfare and Pension	743.00	$ 20,435.20
Materials:		
85-100 Asphalt	23,048.68	
Amount paid Hughes & Dodd for crushing rock	25,925.43	48,974.11
Equipment Rental & Misc. Supplies:		
Equipment Rental, Owned	10,756.32	
Equipment Rental, Hired fully operated	9,941.75	
Gas, Oil, Grease and Heating Oil	3,309.35	
Bond	614.55	
P.U.C.	145.20	
P.L. and P.D. Insurance	231.93	
Small Tools and Misc. Supplies	149.75	
Move In, Freight and Cartage	2,099.30	
Home Office and General Overhead	2,810.75	30,058.90
	TOTAL COST	$ 99,468.21

Remarks - Contract No. 5738

This was a "State Project" calling for the paving of 7.6 miles of asphaltic concrete pavement on the Hayes Hill-Sauers Flat Section of the Redwood Highway in Josephine County.

The contract was bid June 10, 1960, awarded July 7, 1960. Work started July 18th and the project was completed October 1, 1960.

The subcontractor, Hughes & Dodd Crushing Contractors, moved in their crushing plant at a gravel deposit located approximately .5 mile westerly from the highway at M.P. 26.38 adjacent to the Illinois River. The subcontractor started the crushing operation August 1, 1960 and completed same on August 27th, making good progress on this item.

The contractor started moving his portable 5000# batch paving plant to the stockpile site August 25th and started erecting same. The set up was completed September 9th and paving operations started September 12th. A total of 12,510 tons of Class "B" asphaltic concrete was mixed and laid in 90 hours for an average of 139 tons per hour which was good production. The material was hauled with ten hired trucks and processed with the contractor's equipment, consisting of one Barber-Greene paver three rollers and one power broom.

Shoulder material was loaded with the contractor's scoopmobile into eight hired trucks that hauled and deposited material on the shoulders and was processed with the contractor's grader, roller, water wagon and power broom.

The contractor had good bid prices, fair equipment and good supervision realizing a good profit.

M.N. Juve
Chief Cost Analyst

By

George Kayser

RECEIVED
DEC 15 1960
FOR FILING

17-1044

5738

December 14, 1960

Federal Insurance Co.,
Bonding Department
320 California Street
San Francisco 4, California

Gentlemen:

State Highway contract #5738 for paving the Hayes Hill-Sauers Flat Section of the Redwood Highway in Josephine County was completed by the contractor, Warren Northwest, Inc., on October 1, 1960, and was formally accepted by the Highway Commission on November 3, 1960.

Final payment in the amount of $3,249.94 will be released to the contractor on or after December 23, 1960. The total contract amount is $109,307.00, of which amount $975.65 represents force account items.

The State is not aware of any unpaid claims for labor or materials and assumes no responsibility for such claims should there be any.

This notice is sent as your company appears as surety on the performance bond furnished by the contractor on this project.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

ds

cc: Federal Insurance Co.,
Ward Cook-Rodgers Ins. Co. Inc.,
603 Panama Bldg.,
Portland, Oregon

cc: Warren Northwest, Inc.,
P. O. Box 5072
Portland, Oregon

Form E-1—(Rev.)—

17-1049

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending October 8, 1960

Section Hayes Hill - Sauers Flat	Kind of work Paving
Highway Redwood County Josephine	Section prefix 17-1048
Contractor Warren Northwest, Inc.	Contract number 5738
Date of contract July 7, 1960	Specified work days 70
Date work started July 25, 1960	Work days used 54
Project authorization $ 130,105.13 Exclusive of engineering $ 120,853.21	Per cent of time elapsed 77.1 %

Estimated cost of completed project, exclusive of engineering $ 109,307.00

Estimated per cent ~~XXXXXXX~~ underrun 9.53 %

Per cent of contract completed, based on estimated cost 100% %

Engineering authorization $ 9,251.92

Engineering cost to date $ 6,500.00, 70.3 %

Date project was completed October 1, 1960
Semi-final Oct. 13, 1960

ESTIMATED PER CENT COMPLETE

CLEARING	DRAINAGE	GRADING	STRUCTURES	Shoulders BASE	~~XXXXX~~ OR PAVE.	MAT'L PROD.
				100%	100%	

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, etc.:

Contractor completed working shoulders Saturday, October 1, 1960, which is also the completion date of project.

Survey party measured excess paving aggregates and shoulder materials.

NOTED
JOHN R. OAKES

CONSTRUCTION DIVISION
RECEIVED
OCT 10 1960
NOTED-- ☐ CE ☑ ACE ☑ ACE ☑ ☑ COE

Signed E. Rogers

Address P. O. Box 306, Grants Pass, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing

	GRADING	Shoulders	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project		7.60			7.60
Miles partially completed		None			None
Miles completed		7.60			7.60
Total estimated quantities (contract)		5,600			13,900
Total quantities corrected to date		4,980			12,510
Estimated quantities moved or placed to date		4,980			12,510
Average daily quantities (Past Week)		None			None
Average daily quantities necessary to complete project on time		None			None
Number shifts per day					
Hours per shift					
Average force on project for week					

Men

Supervision

Men and trucks under 3 tons

Men and trucks over 3 tons

Men and tractors

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Compaction rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Fair		
Monday	Warm		
Tuesday	Fair		
Wednesday	Showers		
Thursday	Showers		
Friday	Rain		
Saturday			

A

RECEIVED
JUL 27 1960
FOR FILING
17-1045
3738

FORM E-128

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

July 26, 1960

Warren Northwest, Inc.,
P. O. Box 5072
Portland
Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission:

> Contract #5738, awarded July 7, 1960, for paving the Hayes Hill-Sauers Flat Section of the Redwood Highway in Josephine County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

ds
Encl.

I-5-3(14)181 Goshen-Coast Fork Will. 1960
R. Sec. of Pac. Hwy.
#5739 (Grad. & const. of 3 Br.)

RECEIVED
SEP - 9 1960
FOR FILING
1-5-3(14)181
5739

September 9, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Goshen-Coast Fork Willamette River Sec.
Pacific Highway, Lane County
Project No. I-5-3(14)181

Dear Sir:

Herewith are the following data in connection with adjusting the power lines of the Pacific Power and Light Company on the subject project:

1. Two copies of Assistant Counsel's letter which establishes the obligation of the State to reimburse the Company for adjusting portions of its lines.

2. Two copies of the Company's estimates for costs of adjusting transmission and distribution lines.

3. Two copies of sketches prepared by the Company covering the line adjustments.

Your approval of the agreement between the State and Company and authorization to proceed with the work as of this date are requested.

Some of the poles are in the construction area and verbal notice of approval at the earliest possible date is requested.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

DBP:bb

RECEIVED
SEP [illegible] 1960
FOR FILING

1-5-3(14)181

5739

3d-2
8-18-60

August 30, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Reference is to your letter of August 16 concerning award of contract for Project I-5-3(14)181, for which Roy L. Houck submitted a low bid of $320,720 on August 16. You asked, had the contractor agreed to forfeit the bond on his first bid and also would the bid bond so forfeited be used as a deduction from the total cost of the second contract.

We have a letter from Roy Houck under date of August 29, a copy of which is enclosed, in which he agrees to reduce the amount of his second bid in the amount of $13,301, which is the amount of his bid bond based on his first bid. The contract is being prepared with a reduction in the total bid in the amount of $13,301, which will be deducted either from his final estimate or the retained percentage on the completion of the job. I respectfully request your immediate concurrence in the award of the contract.

Very truly yours,

W. C. Williams
State Highway Engineer

WCW:ms

Enclosure

cc Mr. R. L. Porter
Leonard Lindas
Lloyd [illegible]
[illegible] Mason

ROY L. HOUCK SONS' CORPORATION
HEAVY CONSTRUCTION CONTRACTORS
1585 20th STREET N. E.
SALEM, OREGON
[illegible]

August 29, 1960

Oregon State Highway Commission
State Highway Building
Salem, Oregon

Attention: Mr. Leonard I. Lindas
Chief Counsel.

Dear Sirs:

Re: Grading and Structures
Goshen-Coast Fork Willamette River
Section, Pacific Highway, Lane County.

Based on information that we (Roy L. Houck Sons' Corporation) have received from you concerning matters related to our first bid and our second bid (upon readvertisement), respectively, in connection with the above-described work, we now understand the situation to be as follows:

> Immediately after you receive this letter from us, you will officially award to us, and join with us in executing, the contract in accordance with our second bid(our bid being the lowest bid submitted), but that you will do so only on condition that the amount of our second bid be reduced by the sum of $13,301.00, thus reducing the aggregate amount of our second bid from the sum of $320,720.00 to the sum of $307,419.00.
>
> Without admitting that we have any moral or legal obligation whatever so to do, and while hereby denying that we have any moral or legal obligation so to do, but in furtherance of our purpose to co-operate with you for the best interests of all concerned, and in order to avoid litigation and unnecessary delay in the commencement of the work involved, we hereby do agree that the amount of our second bid shall be reduced to such sum of $307,419.00 on the following conditions, and not otherwise:
>
> 1. That, forthwith after your receipt of this letter, you officially award to us, and join with us in executing, the contract in accordance with our second bid, as reduced from said sum of $320,720.00 to said sum of $307,419.00;
>
> 2. That, inconsideration of the premises, you, and the State of Oregon acting by and through you, remise, release, and

forever discharge us, our directors, officers, agents, and employees, and our surety, General Insurance Company of America, and each thereof, and the successors, heirs, personal representatives, and assigns of each thereof, of and from any and all actions, causes of action, suits, causes of suit, claims, and demands whatever now, or hereafter, existing which you, and the State of Oregon acting by and through you, have, or which either has, against us (Roy L. Houck Sons' Corporation) and our directors, officers, agents, and employees, and our surety, General Insurance Company of America, or any thereof, and the successors, heirs, personal representatives, and assigns of each, or any, thereof, for, or by reason of, any cause, matter, or thing whatever arising out of, related to, or in any manner connected with, our said above-mentioned first bid and said bid bond accompanying said bid, or either thereof; and

3. That neither said above-mentioned reduction in said amount of our said second bid, nor anything contained in this letter, nor anything else done or said by us (Roy L. Houck Sons' Corporation) or by any of our directors, officers, agents, or employees, shall, in any circumstance, in any wise, or for any purpose, be maintained to be, or urged as, or deemed, any admission whatever of any liability on the part of us (Roy L. Houck Sons' Corporation) and our directors, officers, agents, and employees, and our surety, General Insurance Company of America, or any thereof, or the successors, heirs, personal representatives, or assigns of any thereof, arising out of, related to, or in any manner connected with, our said above-mentioned first bid and said bid bond accompanying said bid, or either thereof, by whom, or in whose behalf, and on which account, present liability and future liability have been, and are, expressly denied.

None of the terms, conditions, matters, or things set forth in this letter shall be of any force, validity, or effect, unless, and until, (a) you immediately and officially award to us, and join with us in executing, said contract in accordance with our said second bid, so reduced from said sum of $320,720.00 to said sum of $307,419.00, and (b) you immediately assure us, by letter, that you do assent to, and are, and shall remain, bound by, all the terms and conditions set forth in this letter, time being of the essence in this matter.

Yours very truly,

ROY L. HOUCK SONS' CORPORATION

By Roy L Houck

As Its President.

8-16-60

Per Mr. Cooper the Chief Counsel will report orally on this item. at the Commission meeting on August 18-19, 1960.

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FOR FILING

AGENDA
AUG 18 1960

3 d-2

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

FORM E-123-X

[illegible]

5739

August 9, 1960

Mr. Roy L. Houck, Jr.
Roy L. Houck Sons Corporation
Salem, Oregon

Re: Goshen-Coast Fork Willamette
River Section
Grading and structures
Lane County - Pacific Highway
Contract No. 5739

Dear Mr. Houck:

Your letter to the Highway Department relative to the above contract has been turned over to this office for review.

This is to inform you that under no circumstances can the specifications be changed as written in this contract, and the contract will have to be performed in accordance with these specifications.

If your corporation does not intend to sign this contract, I would like to have that information immediately and in writing.

Awaiting an early reply from you concerning this, I am

Very truly yours,

L. I. LINDAS
Chief Counsel

LIL:hg

RECEIVED
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
FORREST COOPER

C.C.R.

FORM E-30 50M 6-58 13046

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

July 29, 1960
Salem, Oregon

SUBJECT: Goshen-Coast Fork Willamette
River Section
Grading and Structures
Lane County - Pacific Highway
Contract No. 5739

To: Mr. W. C. Williams
State Highway Engineer

OFFICE

Attention: Mr. Forrest Cooper

I have just finished reviewing the letter of Mr. Roy L. Houck, Jr., of the Roy L. Houck Sons' Corporation, to the Oregon State Highway Commission relative to pending Contract No. 5739.

A reading of the specifications in this contract referred to by Mr. Houck, leads me to believe they are misleading to the point that it would be difficult, if not impossible, for us to collect on Mr. Houck's bond in the event he refuses to sign this contract.

A letter should be written to him, however, stating that under no circumstances can the specifications be changed, all bids having been received on the basis of the specifications as now written, and asking him for a definite statement as to whether he will or will not perform in accordance with the terms of the contract.

If there is any further information you desire concerning this matter, I would be glad to consult with you at any time.

Lindas

L. I. LINDAS
Chief Counsel

Lindas - Notify Houck.
Keep me posted
Cooper

LIL:dc

NOTED
FORREST COOPER

RECEIVED
JUL 29 1960
OFFICE OF
STATE HIGHWAY ENGINEER

A

RECEIVED
JUL 27 1960
FOR FILING

I-5-3(14)181

5739

July 27, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Roy L. Houck & Sons' Corporation has notified us that they will not execute contract on the Goshen-Coast Fork Willamette River Section, Project No. I-5-3(14)181. This is the job on which they were low bidder and which the Highway Commission awarded to them on July 7. They give as their reason, inability to secure specified embankment materials.

Because of the comparatively large difference between the low and second bids on this job, it is essential that the proposed project be readvertised. In line with our telephone conversation as of yesterday with your Mr. Boster; this is to advise that, with your approval, we will readvertise the project on July 28, with bid opening to be held on August 16.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

RLP:sw

ROY L. HOUCK SONS' CORPORATION
HEAVY CONSTRUCTION CONTRACTING
1585 20th STREET N. E.
SALEM, OREGON
EMpire 3-7745

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FOR FILING
I-5-9(14)181
5739

July 26, 1960

Oregon State Highway Commission
Salem, Oregon

NOTED
W. C. WILLIAMS

Subject: Goshen-Coast Fork Willamette Section
Grading and Structures
Lane County--Pacific Highway
Pending Contract No. 5739

Gentlemen:

Since the opening of the bid on the Goshen-Coast Fork Willamette River project, we, in conjunction with the Oregon State Highway Department, have conducted numerous samplings of the "State designated sources of acceptable material" on this project, and in our opinion, these sources do not meet the quality set forth in the specifications.

Although, throughout various conferences, numerous Oregon State Highway Department officials admit the specifications set forth are not necessary or intended for the "selected granular material" on this contract, in that they are more stringent than those set forth for base rock, or crushed surfacing material, we have been advised by the Construction Engineer of the Oregon State Highway Department, Mr. Tom Edwards, that the Highway Department is in no position to alter these specifications.

If the Highway Commission must adhere to the position as set forth by Mr. Edwards, and in view of the results of test sampling, both by the Highway Department and ourselves, we cannot execute this contract. We are perfectly willing to enter into this contract if the specifications can be modified to fit the designated material, however under the present specifications the unit bid on "embankment in place" would not compensate for the expense of acquiring suitable material.

Respectfully yours,

ROY L. HOUCK SONS' CORPORATION

By Roy L. Houck
President.

cc: Edwards
cc: Williams
cc: Huggins Insurance Agency

Goshen - Coast Fork Willamette River
Grading & 3 Structures

Roy Houck	$266,020.00
C.R. O'Neil	$387,405.00
John Hauck Jr	$332,335.00
Durbin Bros	$372,662.50
Engr. Est.	$324,138.25

Goshen - Coast Fork Willamette River
Grading & 3 Structures

Roy Houck	$266,020.00
C.R. O'Neil	$387 405.00
John Hallik Jr	$332 335.00
Durbin Bros	$376 562.50
Engr. Est.	$324,138.25

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1-5-3(14)181
5739

GOSHEN-COAST FORK WILLAMETTE RIVER SECTION

PACIFIC HIGHWAY

LANE COUNTY

Federal Aid Project No. I-5-3(14)181
7.70 miles Grading and 3 Structures — Bids Received June 30, 1960

ROADWORK

1.	All	Specified	Clearing and Grubbing		$ 7,500.00
2.	2,400	cu. yds.	Drainage Excavation, Unclassified	$2.50	6,000.00
3.	124,000	cu. yds.	General Excavation, Unclassified	0.28	34,720.00
4.	200,000	cu. yds.	Embankment in Place	0.50	100,000.00
5.	464,500	yd. sta.	Short Overhaul	0.0075	3,483.75
6.	16,500	C-yd.sta.	Long Overhaul	0.35	5,775.00
7.	9,000	cu. yds.	Loading and Placing Topsoil	1.15	10,350.00
8.	7.70	miles	Finishing Roadbed and Slopes	1,000.00	7,700.00
9.	6,900	lin. ft.	Rounding Cutbanks	0.15	1,035.00
10.	100	lin. ft.	72-inch Corrugated Metal Pipe	36.00	3,600.00
11.	100	lin. ft.	6-inch Concrete Pipe	1.00	100.00
12.	660	lin. ft.	12-inch Concrete Pipe	2.50	1,650.00
13.	2,030	lin. ft.	15-inch Concrete Pipe	3.75	7,612.50
14.	890	lin. ft.	18-inch Concrete Pipe	4.50	4,005.00
15.	590	lin. ft.	24-inch Concrete Pipe	6.00	3,540.00
16.	2,200	lin. ft.	6-inch Perforated Metal Drain Pipe, Uncoated	2.00	4,400.00
17.	2,500	lin. ft.	8-inch Perforated Metal Drain Pipe, Uncoated	2.50	6,250.00
18.	980	cu. yds.	Special Backfill in Drains	6.00	5,880.00
19.	90	lin. ft.	Salvaging and Reinstalling Culvert Pipe	2.50	225.00
20.	55	only	15-inch Culvert End Sections	35.00	1,925.00
21.	30	only	18-inch Culvert End Sections	45.00	1,350.00
22.	20	only	24-inch Culvert End Sections	60.00	1,200.00
23.	320	cu. yds.	Class "A" Concrete in Box Culverts	50.00	16,000.00
24.	55,400	lbs.	Metal Reinforcement in Box Culverts	0.14	7,756.00
25.	880	rods	Type 2 Fence	5.50	4,840.00
26.	560	rods	Salvage and Reinstall Type 2 Fence	2.65	1,484.00
27.	260	cu. yds.	Coarse Crushed Material in Base	2.75	715.00
28.	60	cu. yds.	3/4" - 0 Material in Base	3.00	180.00
29.	130	M-gals.	Sprinkling	3.00	390.00

NOTED

STRUCTURES

30.	All Specified	Shoring, Cribbing, etc.		$ 2,000.00
31.	670 cu. yds.	Structural Excavation	$6.00	4,020.00
32.	10 cu. yds.	Structural Excavation Below Elevations Shown	10.00	100.00
33.	1,720 lin. ft.	Furnish Steel Piling (10" BP 42#)	5.00	8,600.00
34.	40 only	Drive Steel Piles	65.00	2,600.00
35.	20 only	Splice Steel Piles	35.00	700.00
36.	All Specified	Class "A" Concrete		37,060.00
37.	All Specified	Metal Reinforcement		19,032.00
38.	90 lin. ft.	8-inch Metal Drain Pipe	4.00	360.00
			For Comparison of Bids	$324,138.25

ESTIMATED CONSTRUCTION AUTHORIZATION

Estimated Contract Amount	$324,138.25
Anticipated Additional Items:	
Flagging	1,000.00
Adjust Power Poles	34,200.00
Adjust Water Lines	300.00
Seeding and Mulching	5,925.00
Signing	1,400.00
	$366,963.25
Engr. & Cont. (12½%)	45,870.41
Estimated Net Authorization, Constr.	$412,833.66

ROY L HOUCK SONS CORPORATION	266020.00	6	30	0	15	101
SALEM		6	30	0	15	101
JOHN HAVLIK JR	332335.50	6	30	0	15	169
SCAPPOOSE		6	30	0	15	169
DURBIN BROS	376562.50	6	30	0	15	104
EUGENE		6	30	0	15	104
C R ONEIL	387405.00E	6	30	0	15	291
CRESWELL		6	30	0	15	291

S. W. Groesbeck

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266020.00              6 30 0     15   181
                       6 30 0     15   181

332335.50              6 30 0     15   169
                       6 30 0     15   169

376562.50              6 30 0     15   104
                       6 30 0     15   104

387405.00E             6 30 0     15   291
                       6 30 0     15   291
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320,720

382,589^{50}

380,562^{50}

EEE 391,408^{00}

357,737^{50}

				Houck		Oneil	Houk
6 30 0 15				181		291	169
1	CLEARING AND GRUBBING	1.0	LUMP SUM	16500.00 ✓	16500.00	25000.00	15000.
2	DRAINAGE EXCAVATION UNCLASSIFIED	2400.0	CU YDS	1.50 ✓	3600.00	3.00	2.5
3	GENERAL EXCAVATION UNCLASSIFIED	124000.0	CU YDS	26 .21	26040.00	.43	.3
4	EMBANKMENT IN PLACE	200000.0	CU YDS	52 .32	64000.00	.58	.5
5	SHORT OVERHAUL	464500.0	YD STAS	.005 ✓	2322.50	.015	.0
6	LONG OVERHAUL	16500.0	C YD STAS	.30 ✓	4950.00	.45	.3
7	LOADING AND PLACING TOPSOIL	9000.0	CU YDS	.50 1.50	4500.00	1.50	1.0
8	FINISHING ROADBED AND SLOPES	7.7	MILES	500.00 ✓	3850.00	1500.00	500.0
9	ROUNDING CUTBANKS	6900.0	LIN FT	.15 ✓	1035.00	.10	.1
10	72 INCH CORR MTL PIPE	100.0	LIN FT	40.00 ✓	4000.00	37.00	45.0
11	6 INCH CONCRETE PIPE	100.0	LIN FT	1.15 ✓	115.00	1.35	1.5
12	12 INCH CONCRETE PIPE	660.0	LIN FT	2.70 ✓	1782.00	2.35	2.6
13	15 INCH CONCRETE PIPE	2030.0	LIN FT	3.60 ✓	7308.00	3.55	4.5
14	18 INCH CONCRETE PIPE	890.0	LIN FT	3.85 ✓	3426.50	4.05	5.3
15	24 INCH CONCRETE PIPE	590.0	LIN FT	5.10 ✓	3009.00	5.65	7.5
16	6 INCH PERFORATED METAL DRAN PIP UNCTD	2200.0	LIN FT	1.10 ✓	2420.00	1.90	1.5
17	8 INCH PERF MTL DRAIN PIPE UNCOATED	2500.0	LIN FT	1.35 ✓	3375.00	2.25	1.7
18	SPECIAL BACKFILL IN DRAINS	980.0	CU YDS	4.00 ✓	3920.00	5.00	6.0
19	SALVAGING AND REINSTALL CULVERT PIPE	90.0	LIN FT	2.00 ✓	180.00	3.50	5.0

	Hauck 181		O'Neil 291	Hawkins 169	Durbin 104
LUMP SUM	16500.00	16500.00	25000.00	15000.00	13000.00
CU YDS	1.50	3600.00	3.00	2.50	2.50
CU YDS	26 .21	26040.00	.43	.30	.37
U YDS	52 .32	64000.00	.58	.50	.66
YD STAS	.005	2322.50	.015	.008	.01
C YD STAS	.30	4950.00	.45	.35	.35 35
CU YDS	.50 1st	4500.00	1.50	1.00	1.25
MILES	500.00	3850.00	1500.00	500.00	800.00
LIN FT	.15	1035.00	.10	.15	.15
LIN FT	40.00	4000.00	37.00	45.00	40.00
LIN FT	1.15	115.00	1.35	1.50	1.60
LIN FT	2.70	1782.00	2.35	2.60	2.10
LIN FT	3.60	7308.00	3.55	4.50	3.40
IN FT	3.85	3426.50	4.05	5.35	4.25
LIN FT	5.10	3009.00	5.65	7.50	5.50
LIN FT	1.10	2420.00	1.90	1.50	1.90
LIN FT	1.35	3375.00	2.25	1.75	2.10
CU YDS	4.00	3920.00	5.00	6.00	8.50
LIN FT	2.00	180.00	3.50	5.00	5.00

6 30 0 15

				181		291
20	15 INCH CULVERT END SECTIONS	55.0	ONLY	30.00 ✓	1650.00	40.00
21	18 INCH CULVERT END SECTIONS	30.0	ONLY	35.00 ✓	1050.00	45.00
22	24 INCH CULVERT END SECTIONS	20.0	ONLY	50.00 ✓	1000.00	65.00
23	CLASS A CONCRETE IN BOX CULVERTS	320.0	CU YDS	56.00 ✓	17920.00	56.00
24	METAL REINFORCEMENT IN BOX CULVERTS	55400.0	LBS	.13 ✓	7202.00	.13
25	TYPE 2 FENCE	880.0	RODS	5.50 ✓	4840.00	6.75
26	SALVAGE AND REINSTALL TYPE 2 FENCE	560.0	RODS	5.50 ✓	3080.00	3.50
27	COARSE CRUSHED MATERIAL IN BASE	260.0	CU YDS	2.25 ✓	585.00	3.00
28	3 4 IN 0 MATERIAL IN BASE	60.0	CU YDS	2.50 ✓	150.00	3.50
29	SPRINKLING	130.0	M GALS	2.00 ✓	260.00	3.00
30	SHORING CRIBBING ETC	1.0	LUMP SUM	1000^{00} 5000.00	5000.00	5000.00
31	STRUCTURAL EXCAVATION	670.0	CU YDS	5.00 ✓	3350.00	5.00
32	STRUCTURAL EXCAVATN BELOW ELEV SHOWN	10.0	CU YDS	20.00 ✓	200.00	20.00
33	FURNISH STEEL PILING 10 IN BP 42 LB	1720.0	LIN FT	4.50 ✓	7740.00	4.50
34	DRIVE STEEL PILES	40.0	ONLY	45.00 ✓	1800.00	45.00
35	SPLICE STEEL PILES	20.0	ONLY	25.00 ✓	500.00	25.00
36	CLASS A CONCRETE	1.0	LUMP SUM	35000.00 ✓	35000.00	35000.00
37	METAL REINFORCEMENT	1.0	LUMP SUM	18000.00 ✓	18000.00	18000.00
38	8 INCH METAL DRAIN PIPE	90.0	LIN FT	4.00 ✓	360.00	4.00

	181		291	169	104
	30.00 ✓	1650.00	40.00	40.00	38.00 ✓
	35.00 ✓	1050.00	45.00	47.50	46.00 ✓
	50.00 ✓	1000.00	65.00	65.00	78.00 ✓
	56.00 ✓	17920.00	56.00	56.00	56.00 ✓
	.13 ✓	7202.00	.13	.13	.13 ✓
	5.50 ✓	4840.00	6.75	5.50	7.00 ✓
	5.50 ✓	3080.00	3.50	5.50	6.00 ✓
	2.25 ✓	585.00	3.00	5.00	3.50 ✓
	2.50 ✓	150.00	3.50	5.50	3.50 ✓
	2.00 ✓	260.00	3.00	4.00	3.00 ✓
UM	[9000.00 ✓ 5000.00	5000.00	5000.00	5000.00	9000.00 5000.00
	5.00 ✓	3350.00	5.00	5.00	5.00 ✓
	20.00 ✓	200.00	20.00	20.00	20.00 ✓
	4.50 ✓	7740.00	4.50	4.50	4.50 ✓
	45.00 ✓	1800.00	45.00	45.00	45.00 ✓
	25.00 ✓	500.00	25.00	25.00	25.00 ✓
UM	35000.00 ✓	35000.00	35000.00	35000.00	35000.00 ✓
UM	18000.00 ✓	18000.00	18000.00	18000.00	18000.00 ✓
	4.00 ✓	360.00	4.00	4.00	4.00 ✓

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  6 30 0 15                                  181                   291       16
 99 TOTAL
    TOTAL                                          266020.00    387405.00  3323
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181		291	169	104
	266020.00	387405.00	332335.50	376562.50

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1-5-3 (14) 141

5739

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 23, 1960

SUBJECT:

Forfeiture of Bond
Roy Houck, Inc.
Goshen-Coast Fork-Willamette
River Section
Pacific Highway
Contract #5739-

To: MEMO TO FILE:

After receiving instructions from the Commission to proceed against the bond put up by Mr. Houck, due to his failure to sign the contract awarded him in the above matter, I first telephoned Mr. Wallace Carson, attorney for the Houcks, and explained to him the situation. He in turn called Roy Houck Jr. who in turn called me. At which time I explained fully the situation bringing out the fact that they were willing to proceed with the original contract if we would change the specifications having to do with the type of gravel material to be used. It was explained to him that it was impossible for us to change the specifications due to the fact that the other bidders would be prejudiced thereby, and that we readvertized the job when we found they would not sign the contract.

That upon the receipt of the bids on the second letting, it was found that the Roy Houck Corporation had increased their bid some forty odd thousand dollars, which made it appear that their first letter was merely a subterfuge to permit them to get out from under a poor bid made by them.

I also explained to them that the Bureau of Public Roads would not approve the award of the second contract to them, unless their bid-bond was forfeited. This bond being in the sum of $12-13,000. There the matter lay until the following day, August 22, when I again heard from Roy Houck Jr., and again explained to him the situation. Later that evening Roy Houck Sr. called me and I once again explained the matter to him. It was his feeling that perhaps the best thing to do was forfeit the bond, at which time he turned the phone over to his son, Roy Jr., who stated they would like to have complete assurance that the contract would still be awarded to them if they did forfeit the bond.

I then called Mr. Cliff Polk, Division Engineer of the Bureau of Public Roads, at the Redwoods Hotel at Grants Pass where he was staying while on an inspection trip, and brought this matter to his attention. At which time he assured me that upon forfeiture of the bond any objections to the award of the contract by his office would be lifted.

Mr. Houck called me today (8-23-60) at which time I gave him the assurance given me by Mr. Polk. He stated he would consult again with his people and if okay, would write to us to deduct 5% of original bid amount from amount bid on second contract. This or else tell us to commence action against them for forfeiture of bid-bond.

L I Lindas
L. I. LINDAS
Chief Counsel

LIL:ab

8/25/60

Ray Houck Jr. called this am & stated they would forfeit bid bond on first contract in sum of 5% of their bid on that contract ($13,301). Asked I call his attorney Wallace Carson & inform him of his, Houck's decision & have letter written authorizing the forfeiture. Called Carson who is preparing letter for Ray Houck's signature & then will mail to me.

L I Lindas.

RECEIVED
AUG 13 1960
FOR FILING

1-5-3(14)181

5739

August 18, 1960

Roy L. Houck Sons' Corporation
1585 20th Street, N. E.
Salem, Oregon

Gentlemen:

The State Highway Commission on August 18, 1960, accepted your bid in the amount of $520,740 for grading on the Goshen-Coast Fork Willamette River Section of the Pacific Highway, and for construction of three R.C.D.G. bridges, in Lane County, which was the low bid received for that job on August 16, 1960.

The Commission referred the bid to the Engineer with authority to award the contract to you as soon as certain conditions have been satisfied.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

rv

cc: Tom Edwards
R. L. Porter
R. G. Savage (SIAC)
I. D. Merchant

RECEIVED
1960
FOR FILING

UNITED STATES GOVERNMENT
Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

I-5-3(14)181
5739

TO : Mr. W. C. Williams, State Highway Engineer
Salem, Oregon

DATE: August 16, 1960

C G Polk

FROM : C. G. Polk, Division Engineer
08-35.1 Salem, Oregon

NOTED
W. C. WILLIAMS

SUBJECT: Oregon Project I-5-3(14)181, Goshen-Coast Fork Willamette River

Before we can approve the award of contract for Project I-5-3(14)181, Goshen-Coast Fork Willamette River, grading and structures, for which Roy L. Houck & Sons submitted the low bid of $320,720 at todays bid opening, we will need further explanation and justification of the reasons for not awarding this same contract to the same bidder after bids were received on June 30, 1960.

The only information you have furnished this office is that Roy L. Houck & Sons notified you that they would not execute the contract because of their inability to secure specified embankment materials. Obviously that in itself is an insufficient reason. Further, it cannot be true or they would not have submitted a bid on the job the second time.

Furthermore, we desire to know whether the contractor, following his refusal to accept the first contract, forfeited his bid bond. Also, and assuming the bid bond was forfeited, will the amount thereof be used as a deduction from the total cost of the second contract.

WCW

RECEIVED
AUG 17 1960
OFFICE OF
STATE HIGHWAY ENGINEER

Form E-1—(Rev.)—40M—8-59

1-5-3 (14) 181

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending July 23, 1960, 19

Section Goshen - Coast Fork Willamette River

Kind of work Grading & Structures

Highway Pacific County Lane

Section prefix 620-1064

Contractor Roy L. Houck Sons' Corp.

Contract number 5739

Date of contract July 7, 1960, 19

Specified work days 170

Date work started ...., 19

Work days used 5

Project authorization $ 347,450.63

Exclusive of engineering $ 322,743.03

Per cent of time elapsed 3 %

Estimated cost of completed project, exclusive of engineering $ 322,743.03

Estimated per cent overrun or underrun 0.0 %

Per cent of contract completed, based on estimated cost 0.0 %

Engineering authorization $ 24,707.60

Engineering cost to date $ 500.00, 2 %

Date project was completed ...., 19

ESTIMATED PER CENT COMPLETE

CLEARING	DRAINAGE	GRADING	STRUCTURES	BASE	OIL AND/OR PAVE.	MAT'L PROD.
0	0	0	0			

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, etc.:

Work has not been started. The contractor has not indicated as yet when the job will be started.

Party has been running in the line and referencing points.

Roy Houck, Jr. was on the job on the 19th with tractor backhoe digging test holes in various borrow areas for samples. Samples were taken by G. L Decker, C. C. Gall & Carl Knee.

Contractor declined to accept job

CONSTRUCTION DIVISION
RECEIVED
JUL 25 1960
NOTED-- CE ACE ACE COE

NOTED
JOHN R. OAKES

NOTED
C. E. PAULSEN

Signed C. C. Gall

Address 1920 Franklin Blvd, Eugene

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	7.7				
Miles partially completed	none				
Miles completed	"				
Total estimated quantities (contract)	324,000				
Total quantities corrected to date	324,000				
Estimated quantities moved or placed to date	none				
Average daily quantities					
Average daily quantities necessary to complete project on time	1960				
Number shifts per day	Project not started				
Hours per shift					
Average force on project for week	None				

Men

Supervision

Men and trucks under 3 tons

Men and trucks over 3 tons

Men and tractors

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Compaction rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday	Fair		
Tuesday	"		
Wednesday	"		
Thursday	"		
Friday	"		
Saturday	"		

FORM 2-123-X 75M 1-60

COMMISSIONERS
M. K. MCIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

RECEIVED
60
FOR FILING

5-5-30-118

5739

NOTED
W. C. WILLIAMS

July 15, 1960

Mr. Roy L. Houck Sr.
Roy L. Houck & Sons' Corporation
1585 20th Street N.E.
Salem, Oregon

RE: Goshen-Coast Fork Willamette
River Section
Interstate 5

Dear Mr. Houck:

You recently discussed with Mr. Edwards the suitability of materials available for the construction of embankments in place, particularly that portion of the embankment called "Selected Granular Material Required in Certain Embankments".

In this regard, you expressed concern that the material available in the area would not meet the liquid limit or plasticity index specification set forth.

We have reviewed and made additional tests on the areas named as State-controlled sources of acceptable material. Following I summarize the tests obtainable from the Creswell pit:

L.L.	P.I.	NO.
32	5	303727
31	7	320074
27	2	341777
25	0	343826
27	0	343827
28	8	343828
25	5	352028
29	7	352029
28	7	352030
28	6	352031
28	8	352351
25	4	352352
29	7	352353
28	7	352354
25	4	352355

You will note that this has an average P.I. of slightly over 5. In addition to this, I send you copies of our laboratory reports made from tests on the sources named and indicate that suitable material is available from these pits. Laboratory Report No. 524150, although showing a plasticity index of 11, has such a small percentage passing the No. 40 screen as to be insignificant and would meet even our surfacing specification.

It therefore appears that the material in these pits is suitable for use under normal operating conditions and selecting material and blending the same in accordance with your normal operating practice.

Very truly yours,

W. C. Williams
State Highway Engineer

By L. H. Young
L. H. Young
Assistant Construction Engineer

Enclosure

LHY:fp

cc W. C. Williams
G. W. Harra
F. D. Morgan
R. L. Porter

RECEIVED
15 1960
OFFICE OF
STATE HIGHWAY ENGINEER

Form 2-61—23M—12-58

OREGON STATE HIGHWAY DEPARTMENT
Materials Division

LABORATORY REPORT

Project	Goshen - Coast Fork Willamette R.			Prefix No.	620-1064
Highway	Pacific			County	Lane
Contractor	R.L. Houck Sons' Corp.	Contract No.	5739	F. A. Project No.	I-5-3(14)181
Submitted by	G.L. Decker			Date reported	July 14,1960

REPORT ON SAMPLE OF COARSE AGGREGATE

Source of material E. Bank of Borrow area left of Station 433

Sampled at

To be used	Embankment	Date received	July 14,1960
Sampled by	Decker	Quantity represented	Undetermined

TEST RESULTS

Laboratory No.	524148	Type of material	Gravel
Data Sheet No.	A60544	Screen opening	Square

GRANULOMETRIC ANALYSIS

Retained on Sieve	Per cent Single Sieve	Per cent Accumulative	Per cent Coarse Aggregate
6	0	0	
5	20.2	20.2	
4	0.0	20.2	
3	11.1	31.3	
2	31.1	62.4	
1½	12.3	74.7	
1	8.3	82.9	
¾	3.3	86.2	
½	4.3	90.5	
¼	2.5	93.0	
10	2.3	95.3	
40	4.1	99.4	
80	0.2	99.6	
200	0.2	99.8	
Pass	0.2	0.2	
Total	100.0		

Abrasion, per cent wear, Los Angeles Rattler		
Specific gravity (Le Chatelier)		
Unit weight, dry rodded, lbs. per cubic foot		
Unit weight, loose, lbs. per cubic foot		
Fineness factor		
Sodium sulfate test, per cent loss		
Asphalt stripping: Natural fines		
Manufactured fines		
Plasticity index: Natural fines	5	%
Manufactured fines		%
Degraded material		%
Liquid limit: Natural fines	31	%
Manufactured fines		%
Degraded material		%
Fracture		%
Sand equivalent		
Date sampled		

RECOMMENDATIONS

Material as represented by this sample ...... is suitable for use.

TEST REPORT DISTRIBUTION:

x Bureau of Public Roads
Construction Engineer
Maintenance Engineer
Bridge Engineer
Requisition Office
x Division Engineer Morgan
x Resident Engineer Gall
Dist. Maint. Sup't
Foreman
x Geology and Soils
x Files
x Olsen

G. W. Harra

Engineer of Materials

State Printing 24000

Form E-81 - 25M—12-59

OREGON STATE HIGHWAY DEPARTMENT
Materials Division

LABORATORY REPORT

Project **Goshen - Coast Fork Willamette R.**
Highway **Pacific**
Contractor **R.L. Houck Sons' Corp.**
Submitted by **G.L. Decker**
Contract No. **5739**
Prefix No. **620-1064**
County **Lane**
F. A. Project No. **I-5-3(14)181**
Date reported **July 14,1960**

REPORT ON SAMPLE OF COARSE AGGREGATE

Source of material **Center of Borrow area left of Station 433**
To be used **Embankment**
Sampled by **Decker**
Sampled at **Borrow**
Date received **July 14,1960**
Quantity represented **Undetermined**

TEST RESULTS

Laboratory No. **524147**
Data Sheet No. **A60543**
Type of material **Gravel**
Screen opening Square

GRANULOMETRIC ANALYSIS

Retained on Sieve	Per cent Single Sieve	Per cent Accumulative	Per cent Coarse Aggregate
5	0	0	
4	30.7	30.7	
3	22.6	53.3	
2	12.8	66.1	
1½	5.3	71.4	
1	6.4	77.8	
¾	1.6	79.4	
½	4.8	84.2	
¼	4.0	88.2	
10	4.6	92.8	
40	6.2	99.0	
80	0.8	99.8	
200	0.1	99.9	
Pass	0.1	0.1	
Total	100.0		

Abrasion, per cent wear, Los Angeles Rattler		
Specific gravity (Le Chatelier)		
Unit weight, dry rodded, lbs. per cubic foot		
Unit weight, loose, lbs. per cubic foot		
Fineness factor		
Sodium sulfate test, per cent loss		
Asphalt stripping: Natural fines		
Manufactured fines		
Plasticity index: Natural fines	3	%
Manufactured fines		%
Degraded material		%
Liquid limit: Natural fines	29	%
Manufactured fines		%
Degraded material		%
Fracture		%
Sand equivalent		

Date sampled

RECOMMENDATIONS

Material as represented by this sample **is** suitable for use.

TEST REPORT DISTRIBUTION:
- x Bureau of Public Roads
- Construction Engineer
- Maintenance Engineer
- Bridge Engineer
- Requisition Office
- x Division Engineer **Morgan**
- x Resident Engineer **Gall**
- Dist. Maint. Sup't
- Foreman
- x Geology and Soils
- x Files **x Olsen**

G. W. Harra
Engineer of Materials

State Printing 24898

Form E-61—3M—12-50

OREGON STATE HIGHWAY DEPARTMENT
Materials Division

LABORATORY REPORT

Project	**Goshen - Coast Fork Willamette R.**	Prefix No.	**620-1064**
Highway	**Pacific**	County	**Lane**
Contractor	**R.L. Houck Sons' Corp.** Contract No. **5739**	F. A. Project No.	**I-5-3(14)181**
Submitted by	**G.L. Decker**	Date reported	**July 14,1960**

REPORT ON SAMPLE OF COARSE AGGREGATE

Source of material **West side of Borrow area left of Station 433**
Sampled at
To be used
Sampled by **Decker**
Date received **July 14,1960**
Quantity represented

TEST RESULTS

Laboratory No. **524149**
Data Sheet No. **A60545**
Type of material **Overburden**
Screen opening Square

GRANULOMETRIC ANALYSIS

Retained on Sieve	Per cent Single Sieve	Per cent Accumulative	Per cent Coarse Aggregate
2	0	0	
1½	1.3	1.3	
1	4.7	6.0	
¾	3.4	9.4	
½	4.7	14.1	
⅜	5.2	19.3	
10	11.7	31.0	
40	44.9	75.9	
80	13.8	89.7	
200	5.6	95.3	
Pass	4.7	4.7	
Total	100.0		

Abrasion, per cent wear, Los Angeles Rattler		
Specific gravity (Le Chatelier)		
Unit weight, dry rodded, lbs. per cubic foot		
Unit weight, loose, lbs. per cubic foot		
Fineness factor		
Sodium sulfate test, per cent loss		
Asphalt stripping: Natural fines		
Manufactured fines		
Plasticity index: Natural fines	6	%
Manufactured fines		%
Degraded material		%
Liquid limit: Natural fines	29	%
Manufactured fines		%
Degraded material		%
Fracture		%
Sand equivalent		
Date sampled		

RECOMMENDATIONS

Material as represented by this sample **is** suitable for use.

TEST REPORT DISTRIBUTION:

- x Bureau of Public Roads
- x Construction Engineer
- Maintenance Engineer
- Bridge Engineer
- Requisition Office
- x Division Engineer **Morgan**
- x Resident Engineer **Gall**
- Dist. Maint. Sup't
- Foreman
- x Geology and Soils
- x Files **x Olsen**

G. W. Harris
Engineer of Materials

State Printing 26296

Form [illegible]

OREGON STATE HIGHWAY DEPARTMENT
Materials Division

LABORATORY REPORT

Project	Goshen - Coast Fork Willamette R.	Prefix No.	620-1064
Highway	Pacific	County	Lane
Contractor	R.L. Houck Sons Corp. Contract No. 5739	F. A. Project No.	I-5-3(14)181
Submitted by	G.L. Decker	Date reported	July 14,1960

REPORT ON SAMPLE OF COARSE AGGREGATE

Source of material West bank of Borrow Area left of Station ~~##~~L 388+50

Sampled at

To be used	Embankment	Date received	July 14,1960
Sampled by	Decker	Quantity represented	undetermined

TEST RESULTS

Laboratory No. 524150

Type of material Gravel

Data Sheet No. A60546

Screen opening Square

GRANULOMETRIC ANALYSIS

Retained on Sieve	Per cent Single Sieve	Per cent Accumulative	Per cent Coarse Aggregate
4	0	0	
3	12.5	12.5	
2	7.0	19.5	
1½	9.1	28.6	
1	18.3	46.9	
¾	12.8	59.7	
½	18.6	78.3	
¼	12.1	90.4	
10	4.6	95.0	
40	3.9	98.9	
80	0.5	99.4	
200	0.3	99.7	
Pass	0.3	0.3	
Total	100.0		

Abrasion, per cent wear, Los Angeles Rattler	
Specific gravity (Le Chatelier)	
Unit weight, dry rodded, lbs. per cubic foot	
Unit weight, loose, lbs. per cubic foot	
Fineness factor	
Sodium sulfate test, per cent loss	
Asphalt stripping: Natural fines	
Manufactured fines	
Plasticity index: Natural fines	11 %
Manufactured fines	%
Degraded material	%
Liquid limit: Natural fines	39 %
Manufactured fines	%
Degraded material	%
Fracture	%
Sand equivalent	
Date sampled	

RECOMMENDATIONS

Material as represented by this sample is not suitable for use. Excess PI & LL

TEST REPORT DISTRIBUTION:
- x Bureau of Public Roads
- x Construction Engineer
- Maintenance Engineer
- Bridge Engineer
- Requisition Office
- x Division Engineer Morgan
- x Resident Engineer Gall
- Dist. Maint. Sup't
- Foreman
- x Geology and Soils
- Files
- x
- x Olsen

Will still meet surfacing spec..

T. W. Harra

Engineer of Materials

State Printing [illegible]

A

RECEIVED
JUL 15 1960
FOR FILING

T-5-3(14)181

5739

FORM E-123

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

July 15, 1960

Roy L. Houck Sons' Corp.,
1585 20th Street NE
Salem
Oregon

Gentlemen:

Enclosed are three copies of a contract which was awarded to you by the State Highway Commission, as follows:

> Contract #5739, awarded July 7, 1960, for grading-structures on the Goshen-Coast Fork Willamette River Section of Pacific Highway in Lane County.

Please execute two of these copies as to contract and bond, and return both copies to this office for execution by the Highway Commission. PLEASE FOLLOW EXACTLY THE INSTRUCTIONS GIVEN ON THE BLUE SLIP ATTACHED TO THE CONTRACT SO IT WILL NOT BE NECESSARY TO RETURN THE FORMS TO YOU FOR CORRECTION.

The third copy of the contract, on the cover of which is stamped "ADVANCE COPY to be Retained by Contractor," is furnished for your information pending receipt of a copy containing the signatures of the State Highway Commission.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

Encl.

A

RECEIVED
JUL - 8 1960
FOR FILING

I-5-3(14)181

5739

July 7, 1960

Roy L. Houck Sons' Corporation
1585 20th Street, N. E.
Salem, Oregon

Gentlemen:

The State Highway Commission on July 7, 1960 awarded to you State Highway Contract No. 5739 for grading of the Goshen-Coast Fork Willamette River Section of the Pacific Highway in Lane County, and also construction of three R. C. D. G. bridges in Lane County.

This award was based on your bid of $266,020 which was the low bid submitted to the Commission on June 30, 1960 for this project. Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

rv

cc: Tom Edwards
R. L. Porter
R. G. Savage (SIAC)
I. D. Merchant

RECEIVED

FOR FILING

I 5-3(14)181

5739

A

When replying, refer to
08-35.1

408 State Highway Building
Salem, Oregon

July 7, 1960

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to advise of our prior verbal concurrence as of this date in award of Contract No. 5739 for Oregon Project I-5-3(14)181, Goshen-Coast Fork Willamette River Section (grading and 3 structures) of the Pacific Highway, to Roy L. Houck Sons Corporation of Salem, Oregon, low bidder in the amount of $266,020.00 at the June 30, 1960 bid opening.

Very truly yours,

C. G. Polk
Division Engineer

RECEIVED

When replying, refer to
08-35.1

I-5-3(14)181

5739

408 State Highway Building
Salem, Oregon

June 8, 1960

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Dear Sir:

We have today approved the P. S. and E. documents for Oregon Project I-5-3(14)181, Goshen - Coast Fork Willamette River Bridge Section, Pacific Freeway.

This is to authorize your advertising for bids.

Concurrence in award will be withheld pending notification that all rights-of-way or rights-of-entry have been acquired.

Very truly yours,

C. G. Polk
Division Engineer

Porter

NOTED
COOPER

RECEIVED
JUN - 3 1960
FOR FILING
I-5-3(14)181
2739

June 3, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Oregon Project I-5-3(14)181
Goshen-Coast Fork Willamette River Sec.
Pacific Highway

Dear Sir:

Reference is made to your letter of May 31 regarding justification for proposed surfacing depths for future surfacing and pavement types as shown on the plans for the proposed subject-named grading project.

Your letter cites the surfacing depths shown on the typical section of the existing two lanes, which project was completed in 1956. The surfacing, as shown on those plans, was total base and surfacing thickness of 15½ inches to 20½ inches, including the asphaltic concrete pavement. In this connection, I wish to advise that due to the unstable soils and subgrade conditions encountered during construction that these thicknesses had to be substantially increased. Crushed materials entering into the base construction on the original project overran 51,000 cubic yards. This amounted to 23.4 per cent overrun. This overrun in quantities obviously added to the designed base depths on an average of 23.4 per cent. This resulted in an as constructed base depth on this project varying from 18 inches to 23 inches. In addition to this, I wish to advise that some $18,000 was spent digging out soft places in the subgrade throughout this project and reinforcing the same with extra depth of materials.

You state that our proposed design for total base and surfacing thickness on the northbound lanes is from 24 inches to 26 inches, including eight inches of portland cement. We cannot check these figures, as our typical section shows from Station 87 to Station 233 a total depth of 22 inches of which four inches is a blanket course to prevent intrusion of plastic materials into the surfacing course. Experience gained on our previous job indicated the need for this measure. From Station 233 to Station 443, you apparently count depth of surfacing by including the selected granular material of 12-inch depth. This selected granular material is placed in order to obtain an "R" value in accordance with the practice outlined by the AASHO Committee on Design, as set forth for AASHO Recommended Practice for the Design of Rigid Pavement Structures, which states under the last paragraph on page 19, Subgrade Reaction (K):

> "Jointed rigid pavement slabs should not be placed on subbase - subgrade combinations for a modulus of subgrade reaction K less than 150, as determined by load tests performed on top of the subbase layer using a 30-inch diameter steel plate. Effort should be made to obtain a design modulus of 300."

This 12-inch selected granular materials brings the "R" value of the subgrade within this range. A "K" value modulus of 150 compares to "R" value of 31. A modulus of 300 compares to the "R" value of 62. We therefore believe that the surfacing depths which we have indicated for the northbound lanes are well correlated with the surfacing depths actually constructed in the southbound lanes. In this connection, it should be pointed out also that an asphaltic concrete pavement installed on this section would require considerably more base depth, our preliminary design indicating a minimum of 28 inches.

Our selection of portland cement concrete for this section was made with the following in mind:

(1) That the existing southbound lanes are only four years old and that fatigue from flexure has probably not accumulated at this time to cause distress; however, the possibility is considered that in future years, maintenance on this section will be substantial.

(2) Preliminary reports of tests under way on both A.C. and P.C.C. indicate the desirability for the use of P.C.C. in areas such as this.

(3) It is believed the use of P.C.C. on the section between Goshen and Cottage Grove is well justified to provide a yardstick of comparison of the two types of pavement and will prove of considerable value to us in like projects in future years.

In view of these facts, we request your approval of our design as submitted.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper

cc Mr. W. C. Williams
Mr. Tom Edwards
Mr. R. L. Porter
LHY:fp fn

WASHINGTON

U. S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
REGION EIGHT

When replying, refer to
08-35.4-DA

408 State Highway Building
Salem, Oregon

May 31, 1960

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Re: Oregon Project I-5-3(14)181, Goshen-
Coast Fork Willamette River Section
of the Pacific Highway

Dear Sir:

Reference is made to the preliminary grading plans, which includes the typical section for future surfacing on the above project, that were recently submitted to our office for review. We have several comments to make concerning these proposed typical sections for your consideration.

The typical sections for the existing two-lane Pacific Highway, which is to be utilized for the southbound Interstate traffic, shows a total base and surfacing thickness of 15-1/2 to 20-1/2 inches which includes a 4 inch asphaltic concrete pavement. This roadway is presently carrying the Pacific Highway traffic and has done so for four years without apparent distress.

Your proposed design for the two parallel northbound lanes requires a total base and surfacing thickness of 24 to 26 inches which includes 8 inches of reinforced P.C.C. pavement.

Page 23 of the instruction manual for the revised 1961 Interstate estimate includes a discussion on base and surfacing requirement which is quoted in part as follows:

> "The designs are to be made in accordance with procedures that have been found by experience to prescribe a durable and otherwise satisfactory pavement structure under the conditions that will prevail on the individual sections of the Interstate System of Highways."

We do not feel that the design for the proposed parallel roadway should be limited to that of the existing facility. However, we question the need for a design as prescribed in the preliminary plans.

In addition, since the existing two-lane roadway is already constructed with an asphaltic concrete surface and is giving satisfactory performance, the use of the more costly reinforced P.C.C. pavement does not appear to be justified.

Very truly yours,

C. G. Polk, Division Engineer

By:
E. H. Cowan
Acting Division Engineer

RECEIVED
IDAHO
MONTANA
OREGON
WASHINGTON
1960
FOR FILING

U. S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
REGION EIGHT

408 State Highway Building
Salem, Oregon

When replying, refer to
08-35.4-DA

I-5-3(14)181
5739

RECEIVED
MAY 31 1960
OFFICE OF
STATE HIGHWAY ENGINEER

May 31, 1960

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Re: Oregon Project I-5-3(14)181, Goshen-
Coast Fork Willamette River Section
of the Pacific Highway

Dear Sir:

Reference is made to the preliminary grading plans, which includes the typical section for future surfacing on the above project, that were recently submitted to our office for review. We have several comments to make concerning these proposed typical sections for your consideration.

The typical sections for the existing two-lane Pacific Highway, which is to be utilized for the southbound Interstate traffic, shows a total base and surfacing thickness of 15-1/2 to 20-1/2 inches which includes a 4 inch asphaltic concrete pavement. This roadway is presently carrying the Pacific Highway traffic and has done so for four years without apparent distress.

Your proposed design for the two parallel northbound lanes requires a total base and surfacing thickness of 24 to 26 inches which includes 8 inches of reinforced P.C.C. pavement.

Page 25 of the instruction manual for the revised 1961 Interstate estimate includes a discussion on base and surfacing requirement which is quoted in part as follows:

> "The designs are to be made in accordance with procedures that have been found by experience to prescribe a durable and otherwise satisfactory pavement structure under the conditions that will prevail on the individual sections of the Interstate System of Highways."

NOTED
FORREST COOPER

We do not feel that the design for the proposed parallel roadway should be limited to that of the existing facility. However, we question the need for a design as prescribed in the preliminary plans.

In addition, since the existing two-lane roadway is already constructed with an asphaltic concrete surface and is giving satisfactory performance, the use of the more costly reinforced P.C.C. pavement does not appear to be justified.

Very truly yours,

C. G. Polk, Division Engineer

By: E. H. Cowan
E. H. Cowan
Acting Division Engineer

I-5-3(14)181 N. Br. over Coast Fork of 1960
Willamette R.
#5740

9

574

[illegible]
[illegible]

Mr. Ivan Merchant
Bridge Department

OFFICE

Willamette River Br.-Judkins Pt. O'xing
[illegible], Coast Fork-Willamette River

In the course of preparing a voucher for collection of the [illegible] share of the [illegible] Coast Fork of the Willamette River project, we ran into a problem which will preclude our collecting for the bulk of the engineering [illegible] in connection with the job. Incidentally, the [illegible] on engineering charges were not made while the work was in progress but charges were made after the completion. This circumstance caused us to review the charges made to the Willamette River Bridge and Judkins Point O'xing project where the same [illegible] found to exist. In a review of the charges made in connection with these jobs, it is noted that payroll charges, rental and equipment charges are not [illegible] to the diaries or any known [illegible] of facts.

We have had difficulty in the past reconciling charges made by Mr. [illegible], Resident Engineer, on [illegible] projects. For your information on these particular projects, I attach a list of the contractor's [illegible] during the life of the project and the payroll and equipment charges made during the same [illegible].

In the past, we have had discussions at the Division Engineers' meetings where the importance of job charges and their reconciliation with diaries, payrolls, expense accounts, etc., was discussed in detail.

These charges are no minor matter as it would appear that the charges not eligible that would otherwise be collected in the present case is about $19,000. An omission of a legitimate charge on a payroll or other instrument means the same charge is an error to the place where actually charged and can lead to a [illegible].

Mr. Nelson has advised me that to straighten out these matters of bridge construction engineering charges in the Eugene area would require an extensive audit and transfer of charges which he does not have the staff to undertake.

Mr. Ivan [illegible]
May 6, 1943
Page 2

This letter [illegible] that [illegible]. Errors in [illegible] could only lead to endless trouble for [illegible].

[illegible]
Chief Engineer

[illegible]
Enc.

cc: [illegible]
[illegible]
C. H. [illegible]
[illegible]
[illegible] Chevalier
[illegible] Library

Willamette River Bridge and Judkins Point Cxing

I-5-4 (33)   620-1049

R. W. Ellison's Crew

Dates	Amount of work by contractor during mo. on the strs. only	Bridge Engineering during mo. & approx. no. of men.
Jan. 1960	$ 71,656	2 men full mo.
Feb.	53,235	None
Mar.	76,820	None
April	177,700	None
May	210,445	None
June	172,204	Shotwell & Harris, last half of mo.
July	100,437	Shotwell & Crew
Aug.	57,485	(Shotwell's Crew) 1 man 7 days.
Sept.	194,996	None
Oct.	102,053	None
Nov.	95,640	None
Dec. 1960	82,920	None
Jan. 1961	14,050	None
Feb.		None
Mar.		None
April	10,260	R. W. Ellison only, full mo.
May		R. W. Ellison & two men, full mo.
June		R. W. Ellison & six men, full mo.
July	24,360	R. W. Ellison & five men, full mo.
Total	$ 1,444,261	

From all info. available, Shotwell never left Portland. He was inadvertantly charged to the Bridge at Eugene.

Note: Job completed 12-14-61. Mayfield and Chapman had payrolls every month during this period for the roadway portion.

North Bridge Coast Fork Willamette River

620-1066 57.0

R. W. Allison's Crew

Dates	Amount of Work by Contractor during Mo	Bridge Engr. during Mo. and approx. no. of men.
July 1960	$ 12,920.	None
Aug.	[illegible]	None
Sept.	15,476.	None
Oct.	26,[illegible]20	None
Nov.	57,[illegible]	None
Dec.	1,294	Mc Laughlin and 6 men for full mo.
Jan.		None
Feb.		Sandquist and 3 men for full mo.
Mar.		4 men full mo.
Apr. May June		
July 24-1961	116.	

July thru Nov: th[illegible]
[illegible] [illegible] test
lab, and Salem office
charges for checking
steel, but no field
salaries.

More

620-1066

R. W. Ellison's Crew

July 1960	No men	
Aug.	No men	Gasoline $ 2.25 No cars
Sept.	No men	Gasoline 12.66 No cars
Oct.	No men	Gasoline 10.79 No cars
Nov.	No men	Gasoline 15.03 No cars
Dec.	7 men	No cars
Jan. 1961	No men	13 Cars, 5 Transits, 6 Levels Full mo.
Feb.	4 men	No cars
Mar.	4 men	11 Cars, 5 Transits, 6 Levels Full mo.
Apr.	No men	
May	No men	
June	No men	
July	No men	

RECEIVED
AUG 8 1961
FOR FILING

I-5-3(14)191
5740

August 7, 1961

Federal Insurance Co.,
Bonding Department
320 California Street
San Francisco 4, California

Gentlemen:

State Highway contract #5740 for construction of the North Bridge Coast Fork Willamette on the Goshen-Divide Section of Pacific Highway in Lane County was completed by the contractor, Tom Lillebo Const. Co., on July 24, 1961, but has not as yet been accepted by the Commission

Final payment in the amount of $12,290.51 will be released to the contractor after acceptance by the Commission. The total contract amount is $158,254.79, and no force account work was performed on the project.

The State is not aware of any unpaid claims for labor or materials and assumes no responsibility for such claims should there be any.

This notice is sent as your company appears as surety on the performance bond furnished by the contractor on this project.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: Federal Insurance Co.,
Ward Cook-Rodgers Ins. Co. Inc.,
603 Panama Bldg.,
Portland, Oregon

cc: Tom Lillebo Const. Co.,
Box 365
Reedsport
Oregon

RECEIVED
AUG 4 - 1960
FOR FILING
I 5 3 (14) 181
5740

FORM 2-123

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

August 3, 1960

Tom Lillebo Construction Co.,
Box 365
Reedsport
Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission:

> Contract #5740, awarded July 7, 1960, for construction of the North Bridge Coast Fork Willamette on the Goshen-Divide Section of Pacific Highway in Lane County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

de
Encl.

D Cork

RECEIVED
AUG 3 1961
FOR FILING

740

COMMISSION
M. K. MCIVER, CHAIRMAN
AND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

August 2, 1961

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
477 Cottage, N.E.
Salem, Oregon

Dear Sir:

Tom Lillebo Construction Company completed work on the North Coast Fork Willamette River Bridge Project on the Pacific Highway in Lane County, Contract #5740, FAP No. I-5-3(14)181, on July 24, 1961.

Very truly yours,

Ivan D. Merchant
Bridge Engineer

nk

cc: J. W. Nash
Floyd Query
D. B. Parkes

NOTED ON CARD
Oc

NOTED
FLOYD QUERY

RECEIVED

FOR FILING

When replying, refer to
08-35.1

I-5-3(14)181

5740

408 State Highway Building
Salem, Oregon

July 7, 1960

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to advise of our prior verbal concurrence as of this date in award of Contract No. 5740 for Oregon Project I-5-3(14)181, Coast Fork Willamette River Bridge on the Pacific Highway, to Tom Lillebo Construction Company of Reedsport, Oregon, low bidder in the amount of $162,325.00 at the June 30, 1960 bid opening.

Very truly yours,

C. G. Polk
Division Engineer

321-1711 Oceanlake (1st St.) Grad. & Oiling Proj. 1960

#5741

RECEIVED
NOV 29 1960
FOR FILING

321 1711

5741

November 28, 1960

American Surety Co.,
600 Yeon Bldg.,
Portland 4
Oregon

Gentlemen:

State Highway contract #5741 for grading-oiling 1st Street in Oceanlake, Lincoln County, was completed by the contractor, Geo. E. Corliss, on October 6, 1960, and was formally accepted by the Highway Commission on November 3, 1960.

Final payment in the amount of $480.40 will be released to the contractor on or after December 8, 1960. The total contract amount is $16,183.10, and no force account work was performed on the project.

The State is not aware of any unpaid claims for labor or materials and assumes no responsibility for such claims should there be any.

This notice is sent as your company appears as surety on the performance bond furnished by the contractor on this project.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: Mr. Geo. E. Corliss
Route 2, Box 322
Bend
Oregon

Form E-1—(Rev.)—

321-1711

321-1711

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending October 22, 1960

Section Oceanlake (First St.)

Kind of work Grading & Oiling

Highway City Street County Lincoln

Section prefix 321-1711

Contractor George E. Corliss

Contract number 5741

Date of contract July 7, 1960

Specified work days 60

Date work started August 2, 1960

Work days used 47

Project authorization $ 16,471.13

Exclusive of engineering $ 15,299.85

Per cent of time elapsed 78 %

Estimated cost of completed project, exclusive of engineering $ 16,188.35

Estimated per cent overrun or underrun 5.8 %

Per cent of contract completed, based on estimated cost 100 %

Engineering authorization $ 1,171.28

Engineering cost to date $ 831.87, 71 %

Date project was completed October 6, 1960

ESTIMATED PER CENT COMPLETE

CLEARING	DRAINAGE	GRADING	STRUCTURES	BASE	OIL AND/OR PAVE.	MAT'L PROD.

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, etc.:

One man in the office two days this week on the semi-final estimate.

Semi-final estimate turned in to the Division Office in Salem on Friday, October 21, 1960.

NOTED
E. OAKES

FINAL REPORT ON THIS PROJECT FROM THIS OFFICE.

CONSTRUCTION DIVISION
RECEIVED
OCT 24 1960
NOTED CE ACE

Signed Res. Engr.

Address Newport

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	0.28	0.28		0.28	
Miles partially completed					
Miles completed	0.28	0.28		0.28	
Total estimated quantities (contract)	1,230	1,920		126	
Total quantities corrected to date					
Estimated quantities moved or placed to date	1254.6	2,027		228	
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Men

Supervision

Men and trucks under 3 tons

Men and trucks over 3 tons

Men and tractors

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Compaction rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday	fair		
Tuesday	overcast		
Wednesday	"		
Thursday	"		
Friday	"		
Saturday			

FORM E-120

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

RECEIVED
JG 26 1960
FOR FILING
321 1511
5741

August 26, 1960

Mr. Geo. E. Corliss
Route 2, Box 322
Bend
Oregon

Dear Sir:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission:

> **Contract #5741, awarded July 7, 1960, for grading-oiling First Street in Oceanlake, Lincoln County.**

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

de
Encl.

AGREEMENT

THIS AGREEMENT, made and entered into this 11th day of April, 1960, by and between the STATE OF OREGON, by and through its State Highway Commission, hereinafter called "State," and the CITY OF **OCEANLAKE**, a municipal corporation created and existing under the laws of the State of Oregon, by and through its corporate officers, hereinafter called "City,"

WITNESSETH:

RECITALS:

I. Pursuant to the provisions of ORS 366.800 and 366.805 there has been withdrawn from state highway funds appropriated for allocation to the several cities of the State of Oregon the sum of Two Hundred Fifty Thousand and No/100 ($250,000) Dollars, and said sum has been set up in a separate account to be administered by the State Highway Commission and to be spent each year by said Commission upon streets not a part of the state highway system within cities which are receiving excessive wear through sudden increases in population in the area or heavy and unusual traffic.

II. City desires to share in the benefits of said law and for such purpose has requested State to consider a project for the improvement of the following described street or streets or portions thereof:

First Street from Oregon Coast Highway to Rhododendron Avenue, a distance of approximately 0.29 mile.

III. State has considered said request of City for said project and has determined that said street or streets, or portions thereof, are not a part of the state highway system, and are receiving excessive wear through sudden increase in population in the area or heavy and unusual traffic and need to be improved.

NOW, THEREFORE, the premises being in general as stated in the foregoing recitals, and IN CONSIDERATION of the covenants, conditions, provisions, and terms hereinafter set forth, it is agreed by and between State and City as follows:

(1) GENERAL DESCRIPTION OF SAID PROJECT AND APPORTIONMENT OF COSTS THEREOF BETWEEN STATE AND CITY:

(a) Said project shall consist of the following: **Grade; place base rock and bituminous macadam wearing surface.**

Attached hereto, marked "Exhibit A" and by this reference made a part hereof, is a print showing the location and limits of said project colored in red.

(b) The costs of said project shall be apportioned between and paid for by State and City as follows: State shall pay the cost of the project not to exceed Twenty Thousand and No/100 ($20,000) Dollars, and City shall pay all of the cost of said project in excess of said Twenty Thousand and No/100 ($20,000) Dollars. The estimated cost of said project is - - - - **Fourteen Thousand and No/100 ($14,000)** - - - - - - - - - - - - Dollars; however, the actual costs, whether more or less than said estimate, shall govern and control.

(2) THINGS TO BE DONE AND OBLIGATIONS ASSUMED BY CITY:

(a) City shall provide without cost to State all rights-of-way, clear of all buildings, structures and other improvements, and all easements, rights and other interests in real property necessary or deemed necessary by State for said project.

(b) City shall, without cost to State and in accordance with the provisions of its charter and ordinances, reestablish the grades of all streets in which grade changes are made necessary by said project.

(c) City shall, without cost to State, relocate or reconstruct, or cause to be relocated or reconstructed, all water, sewer, gas, electric, telephone, telegraph, railroad, street railway and all other utility conduits, lines, poles, mains, pipes, tracks and facilities of every kind and nature made necessary to be relocated or reconstructed to conform with the proposed plans and ultimate requirements of said project.

(d) City shall save harmless and blameless and shall indemnify the State of Oregon, its State Highway Commission and members thereof, its officers, employees, contractors and agents from all lawful claims, demands, damages, actions and suits and costs of actions and suits, whatsoever, arising out of or as a result of the acquisition, appropriation or use of said rights-of-way, easements, rights and other interests in real property, the change of grade of any existing street, including but not being limited to liability under ORS 373.040, and the relocation and reconstruction, or failure to properly relocate or reconstruct said utility facilities of every kind and nature.

(e) Upon completion of said project, City shall assume and be solely responsible for the maintenance of said street or streets, or portions thereof, involved in said project.

(f) City understands and agrees that State's participation in said project is solely for benefit of City and that State, by said participation does not assume any jurisdiction or control over said street or streets, or portions thereof, and shall be under no obligation to maintain same.

(g) City represents to State that it has adequate funds available and at its immediate disposal for the City's share of the project covered herein, as provided for in paragraph 1(b) above.

(h) In the event that the project requires funds in excess of Twenty Thousand and No/100 ($20,000) Dollars, the City shall promptly upon demand by State deposit such a sum of money as when added to the said Twenty Thousand and No/100 ($20,000) Dollars will equal the estimated cost of the project as revised pursuant to the successful contractor's bid, it being further understood that in the event City is required to make said deposit, that when the entire project has been completed and the total cost thereof determined if the said sum deposited exceeds the City's share of the total cost of said project, then the surplus shall be refunded to City. If, however, the said sum deposited does not equal City's share of the total cost of the project as provided for in paragraph 1(b) hereof, then City shall promptly upon receipt of an itemized bill from State pay to State such an amount of money as when added to the said sum deposited will equal City's share of the total cost.

(3) THINGS TO BE DONE AND OBLIGATIONS ASSUMED BY STATE:

(a) State shall prepare plans and specifications for said project, and State shall have exclusive jurisdiction, discretion, judgment and control over the design of said street or streets, or portions thereof, and all other construction details and matters involved in said project.

(b) State shall, when in its judgment the public interest would be served best thereby, by contract, or by other means within its discretion, perform and accomplish said project.

IN WITNESS WHEREOF, the parties hereto have subscribed their names and affixed their seals as of the day and year first above written, the city officials acting in accordance with and pursuant to Resolution No. ____, adopted by the City Council on the 11th day of April, 1960.

ATTEST:

/s/ C. W. Head
Ass't. Secretary

APPROVED:

/s/ G. S. Paxson
Ass't. State Highway Engineer

/s/ L. I. Lindas
Chief Counsel

STATE OF OREGON, by and through
its State Highway Commission

/s/ By M. K. McIver
Chairman

/s/ By K. N. Fridley
Commissioner

/s/ By Glenn L. Jackson
Commissioner

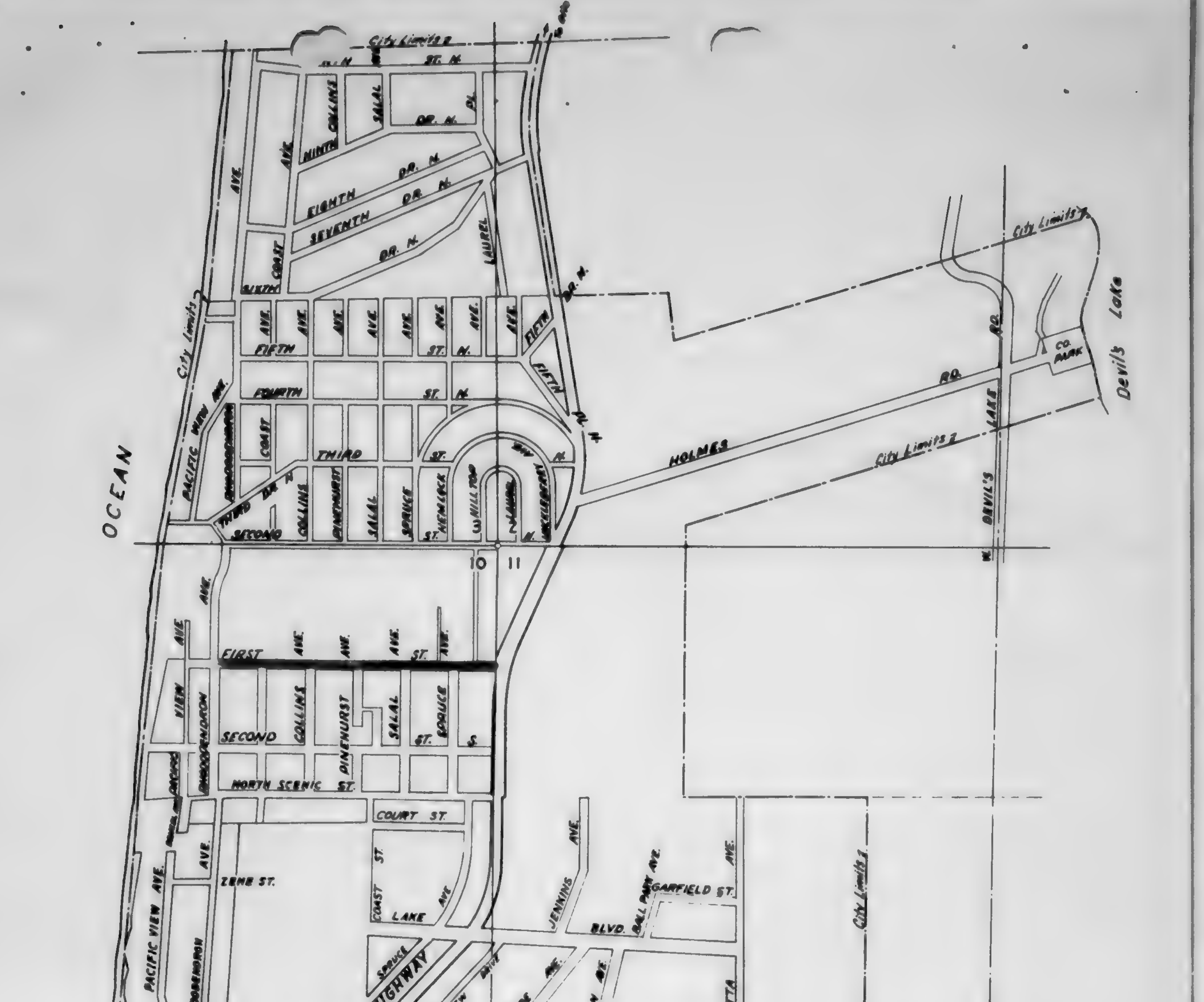
CITY OF OCEANLAKE, OREGON,
a municipal corporation, acting by
and through its corporate officers

/s/ By Ben W. Bienert
Mayor

/s/By Paul Glines
Recorder

ATTEST:

/s/ Raymond G. Wood



OCEAN LAKE

LINCOLN COUNTY

T. 7 S., R. 11 W., W.M.

Scale 0 400 800 Feet

EXHIBIT "A"

Rev. 5-24-86

Resolution No. ____

WHEREAS THE STATE OF OREGON, acting by and through its STATE HIGHWAY COMMISSION, has caused to be prepared and submitted to the CITY OF OCEANLAKE an agreement providing for the improvement of First Street from Oregon Coast Highway to Rhododendron Avenue, a distance of approximately 0.29 mile, within the said City by the terms of which agreement the State is to pay the costs not to exceed $20,000 and the City is to pay all costs in excess of $20,000 as its share of the total cost of such improvement; and whereas said agreement as submitted has been read in full to the Council of said City and approved as submitted;

NOW, THEREFORE, BE IT RESOLVED by the City of Oceanlake that the Mayor and Recorder are hereby directed and authorized to execute said agreement on behalf of said City.

The foregoing Resolution was duly adopted by the Council of the City of Oceanlake on the 11th day of April, 1960.

Mayor

ATTEST:

Recorder

NOTED
V. R. JONES

NOTED
H. S. COX

NOTED
C. G. SWENSON

April 7, 1960

NOTED
Harold C. Ayers

Mr. Paul W. Glines
City Recorder
City Hall
Oceanlake, Oregon

Dear Mr. Glines:

The State Highway Commission plans to call for bids in the near future for the Special City Allotment project on First Street. Enclosed are two copies of an agreement covering this project.

It would be appreciated if you would have the City Council pass a resolution similar to the enclosed sample authorizing the Mayor and yourself to sign the agreement. Please include two copies of this resolution with the signed copies of the agreement.

As the contract cannot be awarded until the signed agreement is in our hands, will you and the Mayor please sign both copies of the enclosed agreement, have the signatures attested by a third party, stamp with the city seal, and return both signed copies to this office prior to April 15, 1960. After signature by the Highway Commission, a fully executed copy of the agreement will be returned for the City's records.

Very truly yours,

W. C. Williams
State Highway Engineer

Received
4-11-60

By

C. G. Swenson
County and City Relations Engineer

HCA:mm
Encl.

Oceanlake (First St.) Section
Grading and Oiling

ESTIMATE

Item No.	Item	Quantity	June 4/6/60 Unit Price	Amount
1.	Drainage Excavation, Unclassified	120 Cu Yds	3.00	360-
2.	Special Borrow Excavation, Unclassified	310 " "	0.75	232.50
3	General Excavation, Unclassified	800 " "	0.75	600-
4	Finishing Roadbed and Slopes	0.28 Mile	1400-	392.00
5	12-inch Concrete Pipe	300 Lin Ft	2.50	750-
6	18-inch " "	150 " "	4.50	675-
7	Adjustment of Manholes	7 only	75.00	525-
8	Coarse Crushed Materials in Base	1570 Cu Yds	2.75	4317.50
9	3/4"-0 Material in Base	350 " "	3.00	1050-
10	Sprinkling	50 M Gals	3.00	150-
11	Preparation of Base	0.28 Mile	700-	196.00
12	Furnishing and Placing Aggregates	180 Cu Yds	4.50	810-
13	200-300 Asphalt	17 Tons	50.00	850-
14	Extra For Oiling Approaches	10 only	30.00	300-
				$ 11,208-
	Anticipated Items:			
	Flagging 50.00			50-
				$ 11,258-
			12½%	1407.25
				12,665.25

NOTED
Harold C. Ayers

RECEIVED
APR -6 1960
ENGINEER
COUNTY ... ONS

NOTED
R. JONES

NOTED
Harold C. Ayers

NOTED
C. G SWENSON

NOTED
John F. Hagemann

LOCATION PROSPECTUS
OREGON COAST HIGHWAY TO RHODODENDRON AVENUE
FIRST STREET, OCEANLAKE
LINCOLN COUNTY

2-8-60

The following prospectus is submitted concerning the above-mentioned section of First Street in Oceanlake. The overall length of the project is 0.29 mile.

This will be a location survey to prepare plans, specifications, and estimates for surfacing and oiling along the platted centerline of First Street.

The typical section will consist of a 20-foot traveled way with 4-foot shoulders. The tentative base design by G. L. Decker is:

Wearing Surface	1¼"	0-11 Oil Mat
Top Course, Base	2 "	3/4"-0 Crushed
Bottom Course, Base	6 "	Coarse Crushed
Total Depth	9¼"	

(12" of sand will be placed as select subgrade across swampy area.)

Final agreements with the city will be necessary.

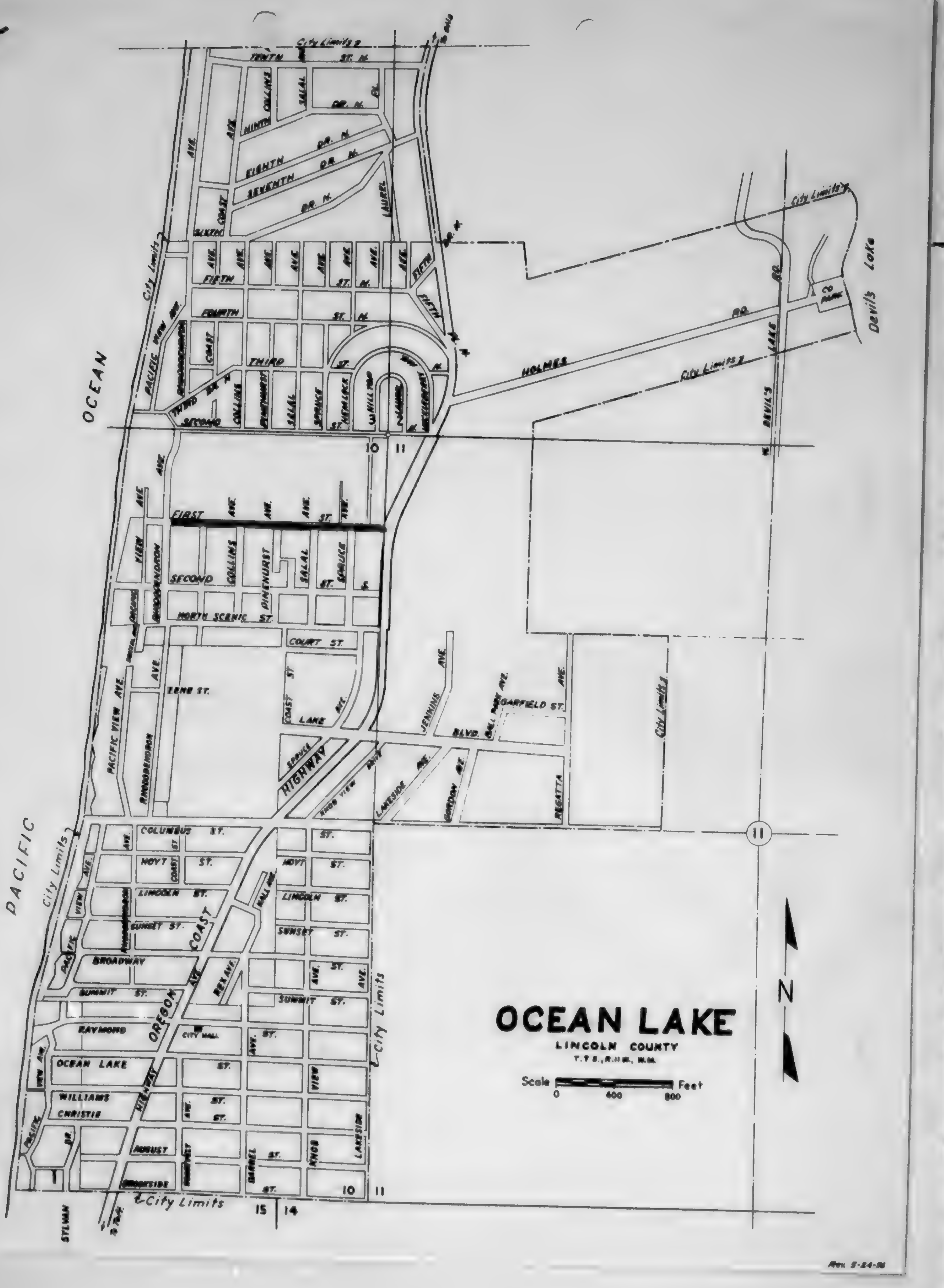
February 8, 1960

Attach.

cc W. C. Williams
Forrest Cooper
G. S. Paxson (2)
Tom Edwards
J. D. Walker (3)
C. H. Armstrong
Mark Astrup
G. K. Attig
D. J. Barbee
Jay Blair
F. B. Crandall
G. L. Decker (2)
I. A. DeFrance
R. C. Edgerton
Frank Hall
Val P. Johnson
Ivan D. Merchant
J. W. Nash
C. G. Polk
R. L. Porter
C. G. Swenson ✓
Walter T. Wright

RECEIVED
FEB 11 1960
[illegible]

NOTED
JOHN D. GRAHAM



OCEAN LAKE

LINCOLN COUNTY

T. 7 S., R. 11 W., W.M.

Scale 0 400 800 Feet

Rev. 5-24-56

NOTED
C. G. SWENSON

December 18, 1959

Mr. Paul W. Glines
City Recorder
Oceanlake, Oregon

Dear Sir:

On 12/16/59, the State Highway Commission approved the City's request for a construction project on First Street from the Oregon Coast Highway to Rhododendron Avenue under provisions of the Special City Allotment fund act.

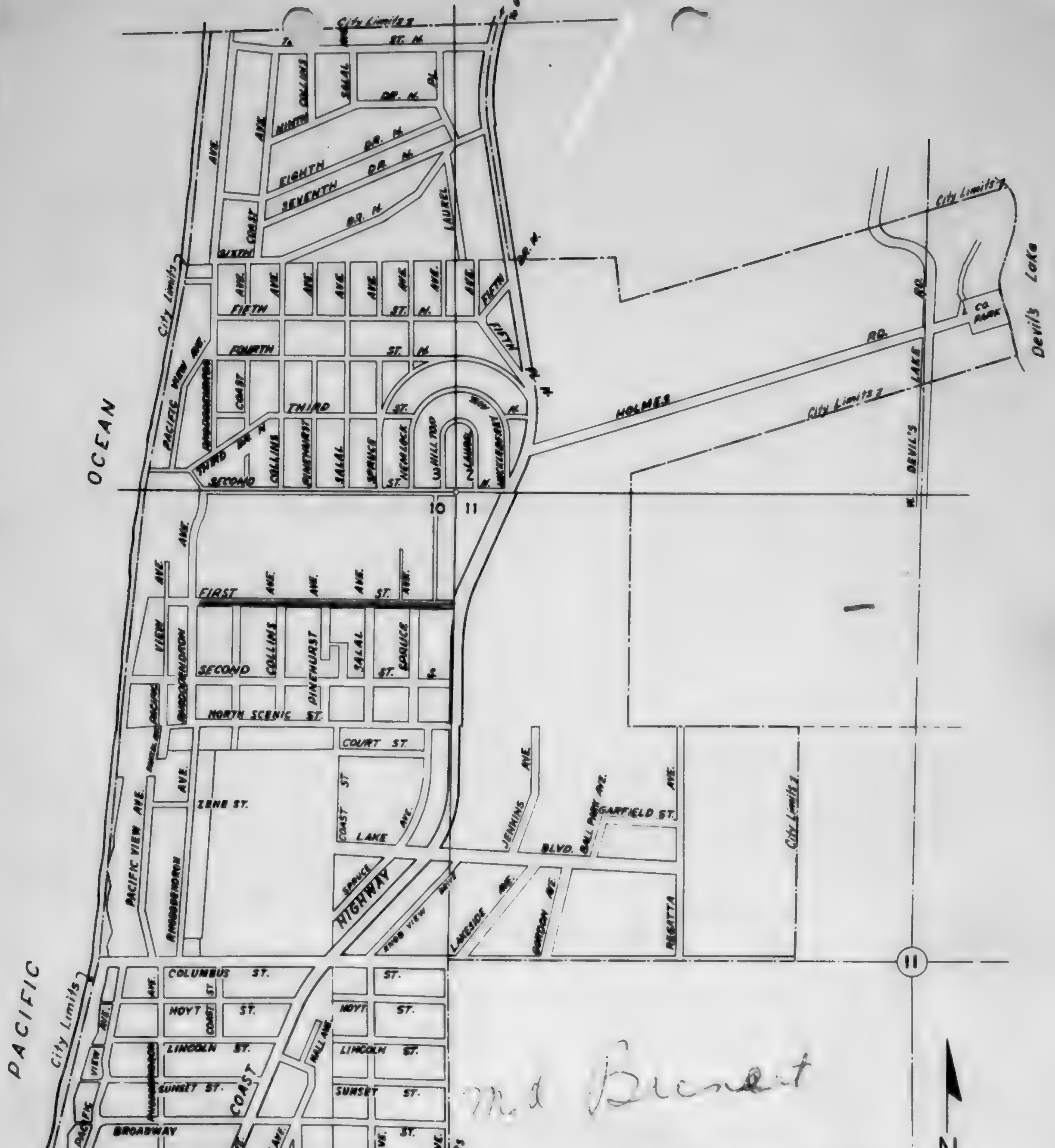
You will be contacted in the near future to work out details of the project and negotiate an agreement.

Very truly yours,

W. C. Williams
State Highway Engineer

By: C. G. Swenson
County and City Relations Engineer

HCA:mm



Mrs Burnett

OCEAN LAKE

LINCOLN COUNTY

T. 7 S., R. 11 W., W.M.

Scale 0 400 800 Feet

Rev. 5-24-56

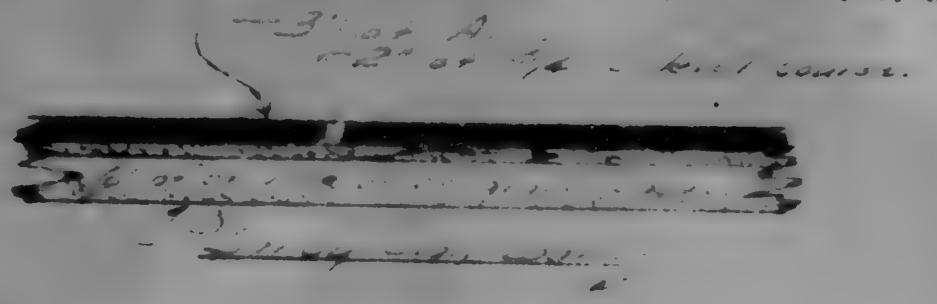
CONSTRUCTION DIVISION
GEOLOGY AND SOILS SECTION
PROPOSED PROJECT BASE DESIGN PROPOSED

NOTED
C. G. SWENSON

[illegible] Highway City [illegible] County [illegible] Prefix
Length of Project ____ Miles. Sta. ____ to Sta. ____ Date 7-10-59

TYPICAL SECTIONS [illegible] - Medians

SOIL SURVEY AND RECOMMENDED SURFACING
THICKNESS COMPLETED AT THE REQUEST OF H. C. AY[illegible], COUNTY-CITY.



Required Base & Wear: Crushed	Required Base & Wear: Not Crushed	Designed Base, Wear: Exist. Surf. Allow.	Designed Base, Wear: New Work	
			3	A.C.
			2	[illegible]
			6	[illegible]
11			11	

7-10-59

RECEIVED
JUL 16 1959
COUNTY & [illegible] S

PROPOSED MATERIAL SOURCES

Location	Lab. No.	S.G.	Type of Material	Max. Size	% Pass No. 4 Screen	% Pass No. 40 Screen	Abrasion Loss %	Sodium Sulphate Loss %	LL	PI	To be used for.
[illegible]											

cc: Deputy State Highway Engineer
Construction Engineer
Engineer of Materials
District Engineer
Resident Engineer
[illegible] Engineer
[illegible] Engineer
[illegible] Division

Submitted by H. L. Parker
[redacted]

Recommended by [illegible]
Construction Engineer

Recommended by [illegible]
Engineer of Materials

Approved by [illegible]
Deputy State Highway Engineer

RECEIVED
JUN 11 1959

4-13-59

RESOLUTION

WHEREAS, Section 2, Chapter 371, Oregon Laws 1943, as amended by Section 1, Chapter 149, Oregon Laws 1949, provides that:

> "Beginning with the year 1949 and annually thereafter there shall be and hereby is appropriated out of the state highway fund such sums of money as will equal 10 per cent of all moneys credited to the state highway fund by the state treasurer between January 1 and December 31 of each year and which have accrued from funds transferred to the state highway fund by the state treasurer under the provisions of section 115-135, O.C.L.A.; section 15, chapter 413, Oregon Laws 1945, as amended by section 4, chapter 114, Oregon Laws 1947; and section 29, chapter 467, Oregon Laws 1947; and from fines and penalties collected for violations of the motor vehicle and transportation laws. Such appropriation shall be distributed among the several cities as provided in this act."

and

WHEREAS, Section 3, Chapter 371, Oregon Laws 1943, as amended by Section 2, Chapter 149, Oregon Laws 1949, provides that:

> "Such appropriation shall be allocated to the cities as follows: The sum of two hundred fifty thousand dollars ($250,000) shall be withdrawn from such appropriation each year and set up in a separate account to be administered by the state highway commission. Such account shall be spent each year by such commission upon streets not a part of the state highway system within cities which are receiving excessive wear through sudden increases in population in the area or heavy and unusual industrial traffic. Such commission shall determine the distribution of such expenditures after considering applications made to it therefor from the cities. The balance remaining in such appropriation after the withdrawal of said two hundred fifty thousand dollars ($250,000) shall be distributed to all of the cities. Each city shall receive such share of the balance as its population bears to the total population of the cities."

and

WHEREAS, the City of Oceanlake is an incorporated city of the State of Oregon, and has a population of 1500, as given by the latest official census, and

WHEREAS, the following streets of said city, ____________________

Form cc-50 (1953 Rev.)
Special City Allotment

First street between Hwy 101
+ Rhododendron ave.

are not a part or parts of the state highway system, but are streets under the jurisdiction and control of said city which are "receiving excessive wear through sudden increase in population in the area, or heavy and unusual industrial traffic," and

WHEREAS, said streets are and each of them is in need of repair, reconditioning and other major improvement,

NOW, THEREFORE, the members of the City Council, in regular or special session assembled, do hereby find, declare and resolve:

1. That the following named streets of said city, to wit:

First street between Hwy 101
+ Rhododendron ave.

are in need of repair, reconditioning, and other major improvement.

2. That said streets are in their present state and condition of disrepair by reason of excessive wear through sudden increases in population in the area, or heavy and unusual industrial traffic.

3. That the Oregon State Highway Commission hereby is respectfully

requested to consider and declare said streets as qualified for reconditioning, repair, and other improvement out of funds allocated and made available by and through the said $250,000 appropriation of state highway revenues which is to be administered and spent by the Highway Commission.

4. That the City of Ocean lake does hereby offer to the State Highway Commission, and does hereby pledge complete cooperation and assistance to the end that said city may share and participate in the use and benefit of said special fund and appropriation; and therefore does designate D. B. Ambler as the official representative of the city in all negotiations resulting from this request.

Passed and approved this 13th day of May, 1959.

There is attached hereto and made a part hereof, a city map on which is indicated the street, streets, road, or roads described in this resolution.

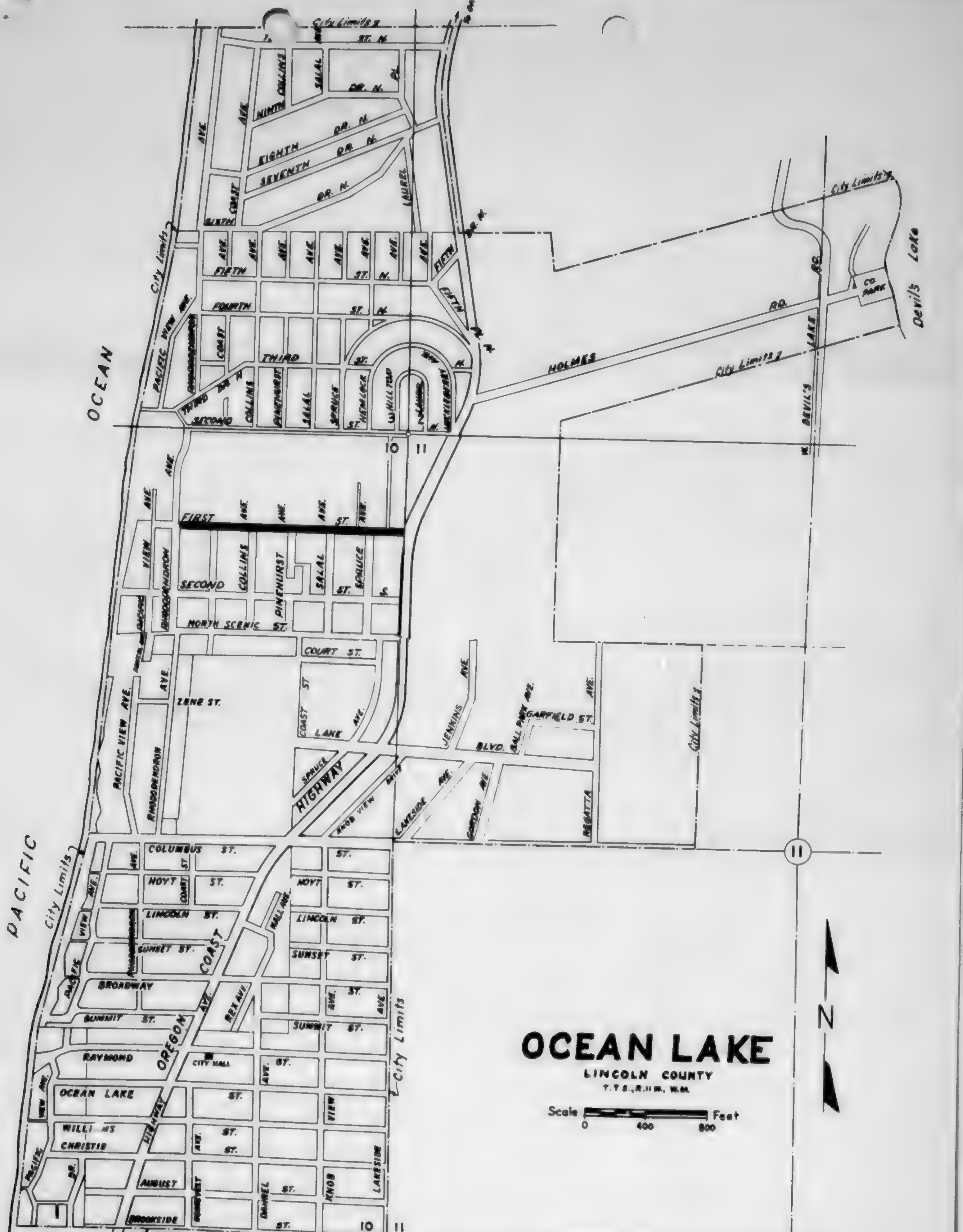
---------- ----------

I hereby certify that the foregoing resolution was passed and approved by the City Council of the City of Oceanlake at a regular or special meeting of said Council, held on the 13th day of ~~March~~ May, 1959, and the above copy is a true and correct copy of the original and of the whole thereof.

Dated this 16th day of ~~April~~ May, 1959.

City Recorder

Po



OCEAN LAKE

LINCOLN COUNTY

T. 7 S., R. 11 W., W.M.

Scale 0 400 800 Feet

Rev. 5-24-56

330-1717 Hermiston (1st St. W.) 1960
Leveling Course & Pav.
#5742

OREGON STATE HIGHWAY DEPARTME

INVOICE

NOTED
H. S. COX

NOTED
C. G. SW

DATE	BILLING REQ. NO.	YOUR ORDER NO.	CREDIT DISTRIBUTION
11/14/60	cc 654		320-2127-395

INVOICE NUMBER
67808

City of Pendleton
Pendleton, Oregon

Attn: Mrs. Mathilda Russell, City Recorder

MAKE CHECKS PAYABLE TO
THE OREGON STATE HIGHWAY DEPARTMENT

SEND REMITTANCE TO:
OREGON STATE HIGHWAY DEPARTMENT
STATE HIGHWAY BUILDING
SALEM, OREGON

DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE
Final billing: City's share of cost of First Street ~~South~~ West paving project covered by agreement dated June 10, 1960.		NOTED	
Advance Deposit			$890.00
As per attached statement:			
Total Cost $20,548.97			
Agreed State Share 20,000.00			
Agreed City Share			548.97
To be refunded			$341.03

RECEIVED
DEC 19 1960
ENGINEER
COUNTY & CITY RELATIONS

REQUEST

A 150 (REVISED 7-60)

Form A-181—[illegible]—

REGON STATE HIGHWAY DEPARTMEN

Request for Outside Billing

(Or Advice of Cash Transaction)

NOTED
C. G SWENSON

NOTED
H. S. COX

Address invoice to:

City of Hermiston
Hermiston, Oregon

Attention of Mrs. Mathilda Russell, City Recorder

Request No. (assigned by staff engineer or head of division) cc-654

NOTED
R. JONES

Date 12/16/60

NOTED
Harold C. Ayers

Payer's Order No. (if any)

Department Order No. (if any) (Number of "Order to Render Service")

Description and Authority: (Describe the service rendered, stating kind of service, location, etc. Also refer to agreements, letters and orders by which payer authorized the service.)

Final billing: City's share of cost of First Street ~~North~~ West paving project covered by agreement dated June 10, 1960.

Itemized Statement: City's Advance Deposit $890.00

Quantity	Unit	Description	Unit Price	Amount
		As per attached statement:		
		Total Cost $20,548.97		
		Agreed State Share 20,000.00		
		Agreed City Share		548.97
		PAYMENT DUE CITY		$341.03

NOTED
JOHN D. GRAHAM

Has payer made payment for this service?

If so, what is amount of payment? $

Has payer made a deposit with the department to guarantee payment? yes

If so, what is amount of deposit? $ 890.00

Is this a partial or final request for billing? Final

Have there been any previous requests for billing in connection with this same service?

If so, give total of all previous requests $

Also give number of last previous request

Credit distribution: 330-1717-295

Submitted by: H. C. Ayers

Approved: Division Engineer

Approved: Department Head or Staff Engineer

Instructions: The original and duplicate copies shall be forwarded through the division engineer to the staff engineer or division head. Staff engineer or division head will forward original copy to the accounting division through the office engineer. Additional copies shall be prepared for and retained by the division office and other field offices concerned. If the request is to be accompanied by a payment, an additional copy shall be submitted for the use of the accounting division.

State Printing

OREGON STATE HIGHWAY DEPARTMENT
ITEMIZED STATEMENT OF FINAL COST

SPECIAL CITY ALLOTMENT PROJECT
CITY OF HERMISTON
FIRST STREET ~~NORTH~~ West

Contract No. 5742

December 16, 1960

PAYMENTS TO CONTRACTOR:

Item	Quantity		@	Total
1. 3/4"-0" in leveling course	853	c.y.	$ 4.35	$ 3,710.55
2. Sprinkling	72.16	M/gal.	5.00	360.80
3. 3/4"-0" in binder course	63	c.y.	5.00	315.00
4. Preparation of base	0.29	mile	500.00	145.00
5. MC-2 asphalt	10	tons	60.00	600.00
6. Class B asphaltic concrete	1278.26	tons	10.60	13,549.56

Subtotal, Contract Items	$18,680.91
Engineering & Contingencies	1,489.67
Survey	378.39
Total Cost	$20,548.97
Agreed State Share	20,000.00
Agreed City Share	$ 548.97
City's Advance Deposit	890.00
REFUND DUE CITY	$ 341.03

HCA:mm

RECEIVED
NOV 10 1960
FOR FILING
330-1712
5742

November 9, 1960

United Pacific Insurance Co.,
Fidelity & Surety Department
P. O. Box 1216
Tacoma 1, Washington

Gentlemen:

State Highway contract #5742 for stone leveling course-paving 1st Street West in Hermiston, Umatilla County, was completed by the contractor, H. J. Miller & H. W. Miller, on September 22, 1960, and was formally accepted by the Highway Commission on September 29, 1960.

Final payment in the amount of $556.73 will be released to the contractor on or after November 19, 1960. The total contract amount is $18,680.91, and no force account work was performed on the project.

The State is not aware of any unpaid claims for labor or materials and assumes no responsibility for such claims should there be any.

This notice is sent as your company appears as surety on the performance bond furnished by the contractor on this project.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

de

Form E-1—(Rev.)—

330-1717

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending Sept. 30, 1960

Section Hermiston (First St. West)

Kind of work Stone Leveling Course & Paving

Highway City Street County Umatilla

Section prefix 330-1717

Contractor H. J. & H. W. Miller

Contract number 5742

Date of contract July 7, 1960

Specified work days 50

Date work started August 16, 1960

Work days used 48

Project authorization $20,752.88

Exclusive of engineering $19,277.12

Per cent of time elapsed 96 %

Estimated cost of completed project, exclusive of engineering $18,690.00

Estimated per cent ~~overrun or~~ underrun . . . . 3.2 %

Per cent of contract completed, based on estimated cost . . . . 100 %

Engineering authorization $1,475.76

Engineering cost to date $1,350.00, 91.5 %

Date project was completed September 22, 1960

ESTIMATED PER CENT COMPLETE

CLEARING	DRAINAGE	GRADING	STRUCTURES	BASE	OIL AND/OR PAVE.	MAT'L PROD.
				100	100	

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, etc.:

The monthly estimate and the semi-final estimate for this contract is completed and is being submitted to the La Grande Division office.

This will be the final report for this contract unless further checking is needed.

NOTED
[illegible]

CONSTRUCTION DIVISION
RECEIVED
OCT 3 1960
NOTED-- CE ACE ACE COE

Signed

Address Resident Engineer-Pendleton, Ore.

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project		0.29			0.29
Miles partially completed					
Miles completed		0.29			0.29
Total estimated quantities (contract)		600 C.Y.			1,370 Ton
Total quantities corrected to date		850 C.Y.			1,278.26 Ton
Estimated quantities moved or placed to date		850 C.Y.			1,278.26 Ton
Average daily quantities This Week		0			0
Average daily quantities necessary to complete project on time		0			0
Number shifts per day		0			0
Hours per shift					
Average force on project for week					

Men

Supervision

Men and trucks under 3 tons

Men and trucks over 3 tons

Men and tractors

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Compaction rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday	Fair		
Tuesday	Fair		
Wednesday	Fair		
Thursday	Fair		
Friday	Fair		
Saturday			

A

FORM 2-128

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

RECEIVED
AUG 4 - 1960
FOR FILING
220 1717
5742

August 3, 1960

Mr. H. J. Miller, and
Mr. H. W. Miller
P. O. Box 803
Baker, Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission:

> Contract #5742, awarded July 7, 1960, for stone leveling course-paving the First Street West in Hermiston, Umatilla County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

ds
Encl.

NOTED
Harold C. Ayers

NOTED
C. G. SWENSON

NOTED
H. S. COX

NOTED
[illegible]

July 14, 1960

Mrs. Mathilda Russell
City Recorder
Hermiston, Oregon

Dear Mrs. Russell:

We have received the city's advance deposit of $890 on the paving project on First Street West, and Contract No. 5742 has been awarded to H. J. Miller and H. W. Miller of Baker, Oregon.

We are enclosing a copy of the contract and plans for the city's records.

Very truly yours,

W. C. Williams
State Highway Engineer

By

C. G. Swenson
County and City Relations Engineer

HCA:mm
Encl.

FORM E-30 50M 11-58 15880

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 21, 1960

SUBJECT: $250,000 Fund Agreement
City of Hermiston

To:

Mr. C. G. Swenson
City & County Relations Engineer
Office

Attached is a conformed copy of an agreement with the City of Hermiston covering the Special City Allotment project on First Street West in Hermiston.

A fully executed copy of the above agreement has been retained in this office for the Commission's files and one fully executed copy has been sent to the City Recorder, Hermiston, Oregon.

C. W. Head
Assistant Secretary

rn
Attach: 1

RECEIVED
1960

Dist 7/5/60

AGREEMENT

THIS AGREEMENT, made and entered into this 10th day of June, 1960, by and between the STATE OF OREGON, by and through its State Highway Commission, hereinafter called "State," and the CITY OF **HERMISTON**, a municipal corporation created and existing under the laws of the State of Oregon, by and through its corporate officers, hereinafter called "City,"

WITNESSETH:

RECITALS:

I. Pursuant to the provisions of ORS 366.800 and 366.805 there has been withdrawn from state highway funds appropriated for allocation to the several cities of the State of Oregon the sum of Two Hundred Fifty Thousand and No/100 ($250,000) Dollars, and said sum has been set up in a separate account to be administered by the State Highway Commission and to be spent each year by said Commission upon streets not a part of the state highway system within cities which are receiving excessive wear through sudden increases in population in the area or heavy and unusual traffic.

II. City desires to share in the benefits of said law and for such purpose has requested State to consider a project for the improvement of the following described street or streets or portions thereof:

First Street West from Maple Avenue to Highland Avenue, a distance of approximately 0.30 mile.

III. State has considered said request of City for said project and has determined that said street or streets, or portions thereof, are not a part of the state highway system, and are receiving excessive wear through sudden increase in population in the area or heavy and unusual traffic and need to be improved.

NOW, THEREFORE, the premises being in general as stated in the foregoing recitals, and IN CONSIDERATION of the covenants, conditions, provisions, and terms hereinafter set forth, it is agreed by and between State and City as follows:

(1) GENERAL DESCRIPTION OF SAID PROJECT AND APPORTIONMENT OF COSTS THEREOF BETWEEN STATE AND CITY:

(a) Said project shall consist of the following: **Placing of leveling course and asphaltic concrete wearing surface on base prepared by City.**

Attached hereto, marked "Exhibit A" and by this reference made a part hereof, is a print showing the location and limits of said project colored in red.

(b) The costs of said project shall be apportioned between and paid for by State and City as follows: State shall pay the cost of the project not to exceed Twenty Thousand and No/100 ($20,000) Dollars, and City shall pay all of the cost of said project in excess of said Twenty Thousand and No/100 ($20,000) Dollars. The estimated cost of said project is - - - - **Twenty-one Thousand and No/100 ($21,000)** - - - - - - - - - - - Dollars; however, the actual costs, whether more or less than said estimate, shall govern and control.

(2) THINGS TO BE DONE AND OBLIGATIONS ASSUMED BY CITY:

(a) City shall provide without cost to State all rights-of-way, clear of all buildings, structures and other improvements, and all easements, rights and other interests in real property necessary or deemed necessary by State for said project.

(b) City shall, without cost to State and in accordance with the provisions of its charter and ordinances, reestablish the grades of all streets in which grade changes are made necessary by said project.

(c) City shall, without cost to State, relocate or reconstruct, or cause to be relocated or reconstructed, all water, sewer, gas, electric, telephone, telegraph, railroad, street railway and all other utility conduits, lines, poles, mains, pipes, tracks and facilities of every kind and nature made necessary to be relocated or reconstructed to conform with the proposed plans and ultimate requirements of said project.

(d) City shall save harmless and blameless and shall indemnify the State of Oregon, its State Highway Commission and members thereof, its officers, employees, contractors and agents from all lawful claims, demands, damages, actions and suits and costs of actions and suits, whatsoever, arising out of or as a result of the acquisition, appropriation or use of said rights-of-way, easements, rights and other interests in real property, the change of grade of any existing street, including but not being limited to liability under ORS 373.040, and the relocation and reconstruction, or failure to properly relocate or reconstruct said utility facilities of every kind and nature.

(e) Upon completion of said project, City shall assume and be solely responsible for the maintenance of said street or streets, or portions thereof, involved in said project.

(f) City understands and agrees that State's participation in said project is solely for benefit of City and that State, by said participation does not assume any jurisdiction or control over said street or streets, or portions thereof, and shall be under no obligation to maintain same.

(g) City represents to State that it has adequate funds available and at its immediate disposal for the City's share of the project covered herein, as provided for in paragraph 1(b) above.

(h) In the event that the project requires funds in excess of Twenty Thousand and No/100 ($20,000) Dollars, the City shall promptly upon demand by State deposit such a sum of money as when added to the said Twenty Thousand and No/100 ($20,000) Dollars will equal the estimated cost of the project as revised pursuant to the successful contractor's bid, it being further understood that in the event City is required to make said deposit, that when the entire project has been completed and the total cost thereof determined if the said sum deposited exceeds the City's share of the total cost of said project, then the surplus shall be refunded to City. If, however, the said sum deposited does not equal City's share of the total cost of the project as provided for in paragraph 1(b) hereof, then City shall promptly upon receipt of an itemized bill from State pay to State such an amount of money as when added to the said sum deposited will equal City's share of the total cost.

(3) THINGS TO BE DONE AND OBLIGATIONS ASSUMED BY STATE:

(a) State shall prepare plans and specifications for said project, and State shall have exclusive jurisdiction, discretion, judgment and control over the design of said street or streets, or portions thereof, and all other construction details and matters involved in said project.

(b) State shall, when in its judgment the public interest would be served best thereby, by contract, or by other means within its discretion, perform and accomplish said project.

IN WITNESS WHEREOF, the parties hereto have subscribed their names and affixed their seals as of the day and year first above written, the city officials acting in accordance with and pursuant to Resolution No. xx, adopted by the City Council on the 8th day of June, 1960.

ATTEST:

/s/ C. W. Head
Ass't. Secretary

APPROVED:

/s/ G. S. Paxson
Ass't. State Highway Engineer

/s/ G. E. Rohde
Ass't. Chief Counsel

STATE OF OREGON, by and through
its State Highway Commission

/s/By M. K. McIver
Chairman

By ____________________
Commissioner

/s/By Glenn L. Jackson
Commissioner

CITY OF **HERMISTON**, OREGON,
a municipal corporation, acting by
and through its corporate officers

/s/ By William H. Belt
Mayor

/s/By Mathilda Russell
Recorder

ATTEST:

/s/ Vera A. Thomas
Notary Public
State of Oregon
My commission espires 10/25/63

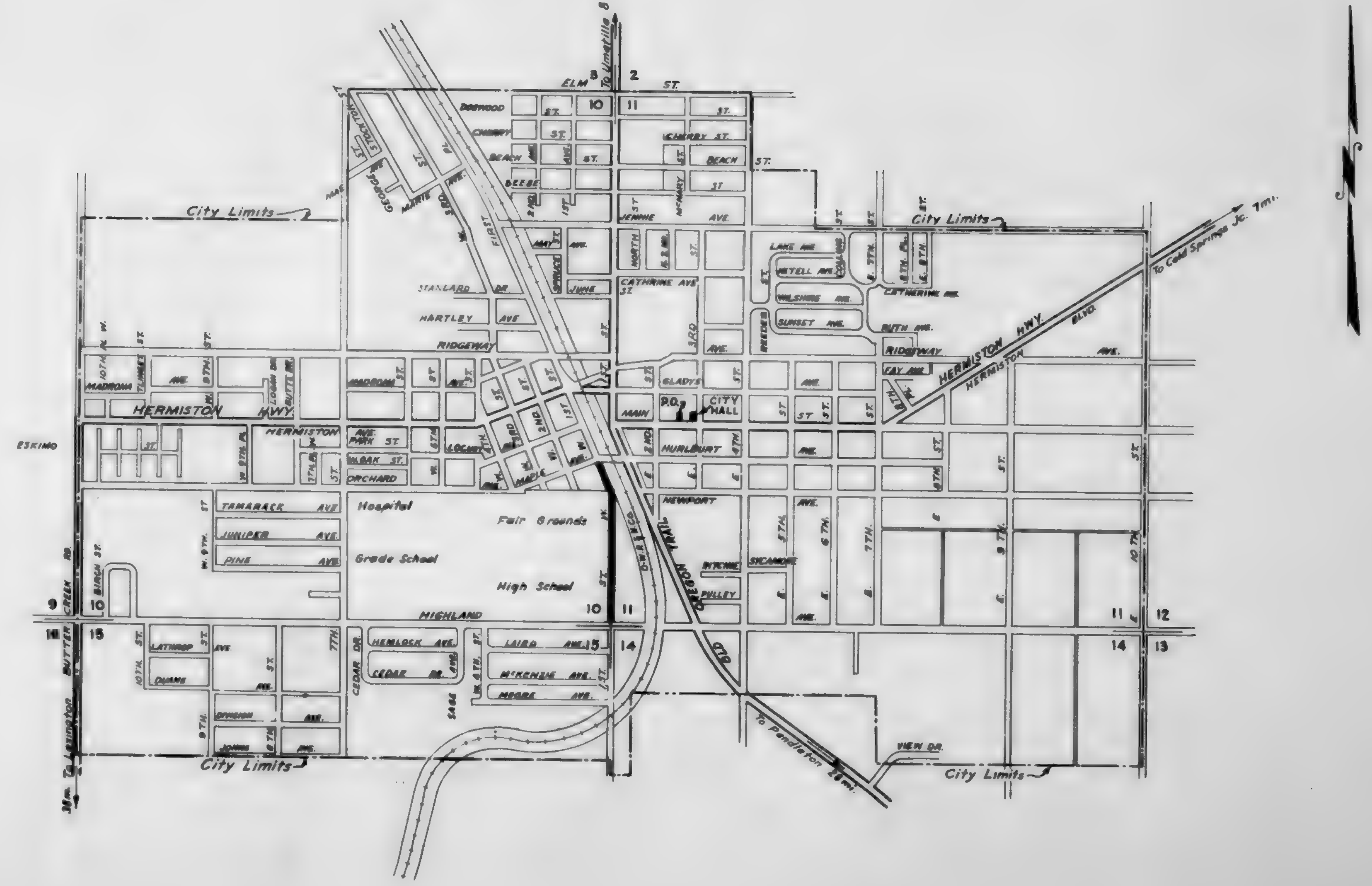
HERMISTON

UMATILLA COUNTY

Scale in feet

0 800 1600 2400

T.4N., R.28E., W.M.



9-8-40

Rev 9-26-57

60

Resolution No. ___

WHEREAS THE STATE OF OREGON, Acting by and through its STATE HIGHWAY COMMISSION, has caused to be prepared and submitted to the CITY OF HERMISTON an agreement providing for the improvement of First Street West from Maple Avenue to Highland Avenue a distance of approximately 0.30 mile within the said City by the terms of which agreement the State is to pay the costs not to exceed $20,000 and the City is to pay all costs in excess of $20,000 as its share of the total cost of such improvement; and whereas said agreement as submitted has been read in full to the Council of said City and approved as submitted;

NOW, THEREFORE, BE IT RESOLVED by the City of HERMISTON that the Mayor and Recorder are hereby directed and authorized to execute said agreement on behalf of said City.

The foregoing Resolution was duly adopted by the Council of the City of HERMISTON on the 8th day of ~~May~~ June, 1960.

Mayor

ATTEST:

Mathilda Russell

Recorder

NOTED
John F. Hagemann

NOTED
Harold [illegible] Evers

NOTED
[illegible]

NOTED
C. G. SWENSON

2-8-60

LOCATION PROSPECTUS
MAPLE AVENUE TO HIGHLAND AVENUE
FIRST STREET, HERMISTON
UMATILLA COUNTY

The following prospectus is submitted concerning the above-mentioned section of First Street in Hermiston. The overall length of the project is 0.30 mile.

This will be a location survey to prepare plans, specifications, and estimates for paving and placing level course on base and between curbs constructed by city.

The typical section will consist of a curbed street section of variable width 50 feet to 60 feet. The approved base design by G. L. Decker is:

Paving, Base and Wear	3"	A. C.
Top Course, Base	2"	3/4"-0 Crushed
Bottom Course, Base (City)	7½"	Coarse Crushed
Total Depth	12½"	

Final agreements with the city will be necessary.

February 8, 1960

Attach.

cc W. C. Williams
Forrest Cooper
G. S. Paxson (2)
Tom Edwards
A. F. Parson (2)
J. H. Walker
C. H. Armstrong
Mark Astrup
G. K. Attig
D. J. Barbee
Jay Blair
F. B. Crandall
G. L. Decker (2)
I. A. DeFrance
R. C. Edgerton
Frank Hall
Val P. Johnson
Ivan D. Merchant
J. W. Nash
C. G. Polk
R. L. Porter
C. G. Swenson ✓
Walter T. Wright

NOTED
JOHN D. GRAHAM

RECEIVED
FEB 11 1960
ENGINEER
COUNTY [illegible]

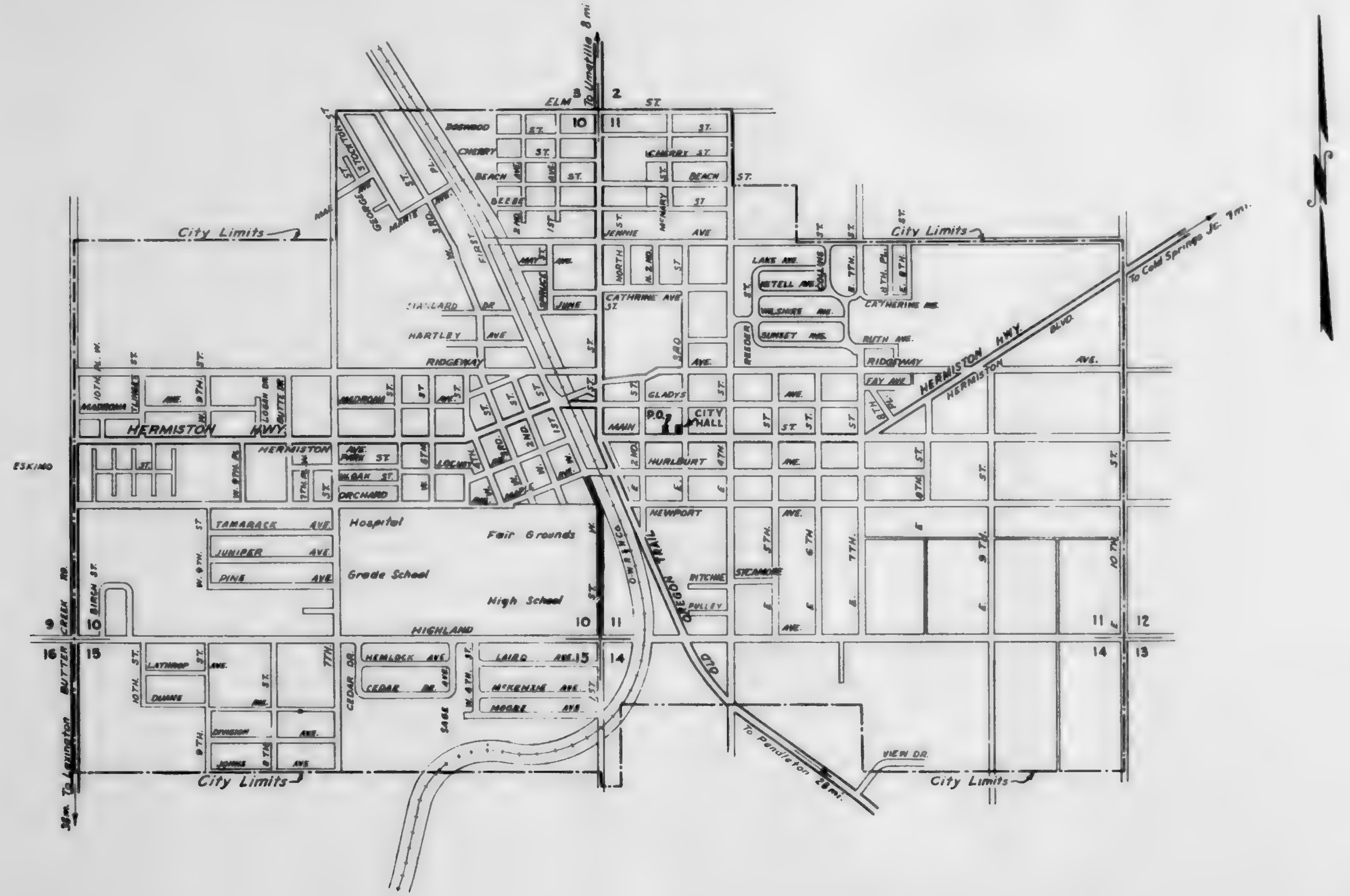
HERMISTON

UMATILLA COUNTY

Scale in feet

0 800 1600 2400

T.4N., R.28E., W.M.



9-2-40 Rev 9-26-57

NOTED
V. R. JONES

NOTED
C. G. SWENSON

NOTED
JOHN D. GRAHAM

NOTED
Harold C. Ayers

December 18, 1959

James H. Reid & Associates
Consulting Engineers
324 Main Street
Edmonds, Washington

Reference: Your Letter 12/8/59

Re: Job No. 6.20
Surfacing First Street & First Place
City of Hermiston

Dear Mr. Reid:

On December 16, the State Highway Commission approved the project on First Street and First Place in Hermiston. This project was approved on the basis that the City would grade, construct concrete curbs, drain, and place base course prior to the State's proposed placing of a 2" leveling course of 3/4"-0" crushed rock and 3" asphaltic concrete wearing surface to the width and grade established by the City.

The timing is up to the City. We will advertise and accept bids for the State's work so as to coincide with the City's work which should be done fairly early in the construction season to assure that the project can be completed before the fall months.

We cannot definitely advise you on the date the contractor will start the paving project. We allow a given number of days in which to complete the work and it is up to the contractor when to commence. The State's contractor will no doubt cooperate with you and schedule his work to coincide with the City's work.

Our geology and soils division has tested the sub-base material and submitted the enclosed suggested base design with the possible thought of salvaging the present paved surface.

Our present planning contemplates that you will construct the base course to an elevation that will allow the State's contractor to place the 2" leveling course and 3" asphaltic concrete pavement and leave the curb revealed as desired by the City.

We desire that you keep us informed as to the progress of the City's work so that we may schedule our contracting.

Very truly yours,

C. G. Swenson
Engineer, County and City Relations

By

H. C. Ayers
Field Engineer

HCA:mm
Encl.

MUNICIPAL ENGINEERING
SUBDIVISION PLANNING
LAND SURVEYING
HYDRAULICS & DRAINAGE
ROADS & STREETS

JAMES H. REID & ASSOCIATES
CONSULTING ENGINEERS
324 MAIN STREET PROSPECT 8-1171
EDMONDS, WASHINGTON

WATER SUPPLY & PURIFICATION
SEWERS & SEWAGE TREATMENT
INVESTIGATIONS & REPORTS
HARBOR DEVELOPMENT
STRUCTURAL DESIGN

RECEIVED
DEC 1959

December 8, 1959
Job No. 6.20

Mr. Harold Ayers,
Oregon State Highway Department,
Salem, Oregon

Re: Surfacing First Street & First Place,
City of Hermiston, Oregon

Dear Mr. Ayers:

Pursuant to letter to you from Mr. Howard Culver, City Superintendent, City of Hermiston, Oregon, on October 1, 1959, the City Council of Hermiston, has requested this firm to perform necessary field survey work and prepare plans and specifications as required for the paving of First Street and First Place from Highland Avenue to Orchard Avenue.

To assist in the proper scheduling of our work and of the necessary administrative steps to be taken by the City, we will appreciate your advice on the following items:

A. The date by which you desire the related plans and specifications to be completed.

B. The date by which you desire construction of related concrete curbs and street base course completed.

C. The anticipated date paving will be commenced.

Present planning contemplates a finished street pavement 44 feet in width, placed against the existing concrete sidewalk (12" face depth) on the West, and against proposed new concrete curb (standard straight section 6"/8"/16") on the East. Drainage for the greater portion of the street will be southerly into existing City storm sewer on Highland Avenue, and for the remaining northerly portion will be northerly and into abandoned sewage pumping station structure which has been converted into a storm drainage disposal facility.

Very truly yours,

James H. Reid & Associates

James H. Reid

James H. Reid

JHR:ic
cc: Mr. Howard Culver

MUNICIPAL ENGINEERING
SUBDIVISION PLANNING
LAND SURVEYING
HYDRAULICS & DRAINAGE
ROADS & STREETS

JAMES H. REID & ASSOCIATES
CONSULTING ENGINEERS
324 MAIN STREET PROSPECT 8-1171
EDMONDS, WASHINGTON

WATER SUPPLY & PURIFICATION
SEWERS & SEWAGE TREATMENT
INVESTIGATIONS & REPORTS
HARBOR DEVELOPMENT
STRUCTURAL DESIGN

DECEMBER 8, 1959
JOB NO. 6.20

MR. HAROLD AYERS,
OREGON STATE HIGHWAY DEPARTMENT,
SALEM, OREGON

RE: SURFACING FIRST STREET & FIRST PLACE,
CITY OF HERMISTON, OREGON

DEAR MR. AYERS:

PURSUANT TO LETTER TO YOU FROM MR. HOWARD CULVER, CITY SUPERINTENDENT, CITY OF HERMISTON, OREGON, ON OCTOBER 1, 1959, THE CITY COUNCIL OF HERMISTON, HAS REQUESTED THIS FIRM TO PERFORM NECESSARY FIELD SURVEY WORK AND PREPARE PLANS AND SPECIFICATIONS AS REQUIRED FOR THE PAVING OF FIRST STREET AND FIRST PLACE FROM HIGHLAND AVENUE TO ORCHARD AVENUE.

TO ASSIST IN THE PROPER SCHEDULING OF OUR WORK AND OF THE NECESSARY ADMINISTRATIVE STEPS TO BE TAKEN BY THE CITY, WE WILL APPRECIATE YOUR ADVICE ON THE FOLLOWING ITEMS:

A. THE DATE BY WHICH YOU DESIRE THE RELATED PLANS AND SPECIFICATIONS TO BE COMPLETED.

B. THE DATE BY WHICH YOU DESIRE CONSTRUCTION OF RELATED CONCRETE CURBS AND STREET BASE COURSE COMPLETED.

C. THE ANTICIPATED DATE PAVING WILL BE COMMENCED.

PRESENT PLANNING CONTEMPLATES A FINISHED STREET PAVEMENT 44 FEET IN WIDTH, PLACED AGAINST THE EXISTING CONCRETE SIDEWALK (12" FACE DEPTH) ON THE WEST, AND AGAINST PROPOSED NEW CONCRETE CURB (STANDARD STRAIGHT SECTION 6"/8"/16") ON THE EAST. DRAINAGE FOR THE GREATER PORTION OF THE STREET WILL BE SOUTHERLY INTO EXISTING CITY STORM SEWER ON HIGHLAND AVENUE, AND FOR THE REMAINING NORTHERLY PORTION WILL BE NORTHERLY AND INTO ABANDONED SEWAGE PUMPING STATION STRUCTURE WHICH HAS BEEN CONVERTED INTO A STORM DRAINAGE DISPOSAL FACILITY.

VERY TRULY YOURS,

JAMES H. REID & ASSOCIATES

James H. Reid
JAMES H. REID

JHR:TC
CC: MR. HOWARD CULVER

RECEIVED
MAY 13 1959
EN[illegible]ER
COUNTY & [illegible]TIONS

5-13-59

RESOLUTION

WHEREAS, Section 2, Chapter 371, Oregon Laws 1943, as amended by Section 1, Chapter 149, Oregon Laws 1949, provides that:

> "Beginning with the year 1949 and annually thereafter there shall be and hereby is appropriated out of the state highway fund such sums of money as will equal 10 per cent of all moneys credited to the state highway fund by the state treasurer between January 1 and December 31 of each year and which have accrued from funds transferred to the state highway fund by the state treasurer under the provisions of section 115-135, O.C.L.A.; section 15, chapter 413, Oregon Laws 1945, as amended by section 4, chapter 114, Oregon Laws 1947; and section 29, chapter 467, Oregon Laws 1947; and from fines and penalties collected for violations of the motor vehicle and transportation laws. Such appropriation shall be distributed among the several cities as provided in this act."

and

WHEREAS, Section 3, Chapter 371, Oregon Laws 1943, as amended by Section 2, Chapter 149, Oregon Laws 1949, provides that:

> "Such appropriation shall be allocated to the cities as follows: The sum of two hundred fifty thousand dollars ($250,000) shall be withdrawn from such appropriation each year and set up in a separate account to be administered by the state highway commission. Such account shall be spent each year by such commission upon streets not a part of the state highway system within cities which are receiving excessive wear through sudden increases in population in the area or heavy and unusual industrial traffic. Such commission shall determine the distribution of such expenditures after considering applications made to it therefor from the cities. The balance remaining in such appropriation after the withdrawal of said two hundred fifty thousand dollars ($250,000) shall be distributed to all of the cities. Each city shall receive such share of the balance as its population bears to the total population of the cities."

and

WHEREAS, the City of Hermiston is an incorporated city of the State of Oregon, and has a population of 4495, as given by the latest official census, and

WHEREAS, the following streets of said city, The street known

Form cc-50 (1953 Rev.)
Special City Allotment

as First Place, beginning at the South Intersection of Orchard

+ or -

Avenue, thence SouthEasterly for a distance of 370 ft./to an

intersection with First Street, thence South a distance of

or minus

1702 ft. plus/to the North Intersection of Highland Avenue, a

total distance of 2072 ft + or -. First Place 50 ft wide, First

Street 60 ft wide.

are not a part or parts of the state highway system, but are streets under the jurisdiction and control of said city which are "receiving excessive wear through sudden increase in population in the area, or heavy and unusual industrial traffic," and

WHEREAS, said streets are and each of them is in need of repair, reconditioning and other major improvement,

NOW, THEREFORE, the members of the City Council, in regular or special session assembled, do hereby find, declare and resolve:

1. That the following named streets of said city, to wit:

First place beginning at the South intersection of Orchard Ave

thence Southeasterly a distance of 370' + or - to an intersection

with First Street, thence South a distance of 1702' + or - to the

North intersection with Highland Avenue. A total distance of 2072'

+ or -. First Place 50 ft wide. First Street 60 ft wide.

are in need of repair, reconditioning, and other major improvement.

2. That said streets are in their present state and condition of disrepair by reason of excessive wear through sudden increases in population in the area, or heavy and unusual industrial traffic.

3. That the Oregon State Highway Commission hereby is respectfully

requested to consider and declare said streets as qualified for reconditioning, repair, and other improvement out of funds allocated and made available by and through the said $250,000 appropriation of state highway revenues which is to be administered and spent by the Highway Commission.

4. That the City of Hermiston does hereby offer to the State Highway Commission, and does hereby pledge complete cooperation and assistance to the end that said city may share and participate in the use and benefit of said special fund and apprcpriation; and therefore does designate F. George Scarlett as the official representative of the city in all negotiations resulting from this request.

Passed and approved this 13th day of May, 1959.

There is attached hereto and made a part hereof, a city map on which is indicated the street, streets, road, or roads described in this resolution.

- - - - - - - - -   - - - - - - - - - -

I hereby certify that the foregoing resolution was passed and approved by the City Council of the City of Hermiston at a regular or special meeting of said Council, held on the 13th day of May, 1959, and the above copy is a true and correct copy of the original and of the whole thereof.

Dated this 14th day of May, 1959.

Mathilda Russell
City Recorder

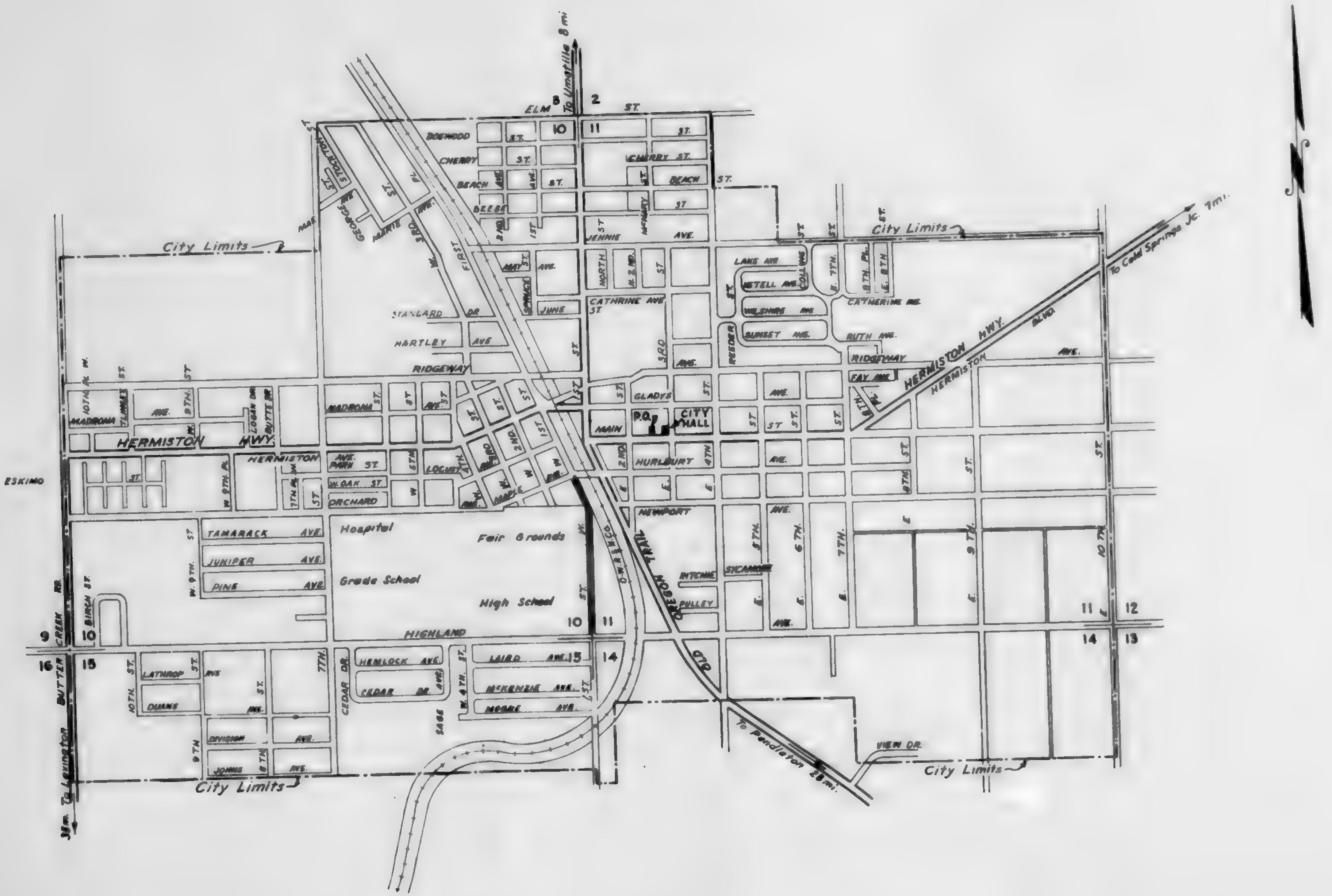
HERMISTON

UMATILLA COUNTY

Scale in feet

0 800 1600 2400

T.4N., R.28E., W.M.



9-2-40

Rev 9-26-57

F-318(6)   Wash. Co. Line-Highlands   1960
U-318(4)   Interch. Signing & illumin.
#5743

RECEIVED
FEB 5 - 1965
FOR FILING

Salem, Oregon
February 3, 1965

Mr. [illegible] Porter
Maintenance Engineer

I attach hereto Rothman's January 22 report of porcelain enamel sign failures. I have instructed Oscar White at the Lab to take the following steps:

1. To determine by use of the Spectrophotometer, by means of a series of tests on signs which we know to be satisfactory, what the normal color reading should be.

2. To establish by a further test or tests what the maximum fading should be at the end of the 10-year period. This would be primarily based on readings on material which we consider to be unfit for further use.

3. To determine by tests the readings on the signs which Rothman reports as unsatisfactory.

4. To determine where they fall in the sliding scale established under Points 1 and 2 above.

5. To give us the data which will then be turned over to the Legal Division for such action as is necessary.

6. A separate category of failure will include the laminated boards which are separating. They can be carried out as a separate unit of work. You shall establish and submit for my approval a basis for determining failure of a laminated board. This will require wrestling with the question of whether or not a board which has separated fails to deliver the sign message which it was designed to impart.

Attachment

Tom Edwards
Assistant State Highway Engineer

TE:[illegible]

cc Forrest Cooper
[illegible] Porter
[illegible] Noble (Enc.)
[illegible] Crandall (Enc.)
[illegible] Rothman
Oscar White

[illegible] (Enc.)
[illegible] Johnson (Enc.)
[illegible] (Enc.)
[illegible] (Enc.)
[illegible] (Enc.)
[illegible] (Enc.)

FORM E-30 50M 5-62 43908

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 22, 1965

SUBJECT:

To:

Mr. Tom Edwards
Assistant State Highway Engineer
DEPARTMENT

Herewith report on defective porcelain enamel signs completed the latter part of December 1964. This represents the second report made on defective enamel signs in 1964. I am conducting this inspection every six months.

I am submitting all copies of this report to you since no action has been taken on previous reports to enforce the warranties. Perhaps a review of our position should be taken prior to transmitting of this report to those concerned.

Please advise if any change is requested in this procedure.

Robert R Bothman

R. N. Bothman
Sign Engineer

RNB:nk
attachment

cc: E. S. Hunter

FORM E-30 20M 8-61 68219

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 20, 1965

SUBJECT: Defective Porcelain Enamel Sign Replacement

Mr. George Rohde
To: XXXXXXXXXXXXXXXXXX
Chief Counsel
DEPARTMENT

On the following contract, the signs listed below have proven to be defective. We recommend that the manufacturer be required to replace these signs or parts thereof in accordance with the terms of the guarantee:

SECTION Washington County Line - Highlands Interchange
HIGHWAY Sunset US26
CONTRACT NO. 5743 GUARANTEE NO. III
CONTRACTOR Electrical Products Corporation

MANUFACTURER California Metal Enameling Company
6904 E. Slauson Ave.
Los Angeles, Calif

DATE MANUFACTURED 1961

SIGN NO. TED DWG. NO. STATION MESSAGE FAILURE REPORTED

See attached list.

Fading and discoloration are the cause of all reported failures.

ORIGINAL SIGNED BY R. N. BOTHMAN

R. N. Bothman
Sign Engineer

RNB:nk

cc: Tom Edwards
Traffic Engineer
Maintenance Engineer
Division Engineer Div. I

January 20, 1965

Washington County Line - Highlands Interchange Section

Sunset Highway Contract No. 5743

SIGN NO	TED DWG.NO.	STATION	MESSAGE	FAILURE REPORTED
1	S 95	3233+30	SYLVAN EXIT 1 MILE	April 1964
5	S 95	169+00	SYLVAN	November 1962
7	S 95	165+05	26 CEDAR HILLS OCEAN BEACHES	April 1964
8	S 95	165+05	26 PORTLAND	April 1964
11	S 95	Interchange	SKYLINE BLVD. SCHOLLS FERRY RD. STATE POLICE	November 1962
14	S 95	Interchange	PORTLAND-SKYLINE BLVD	November 1962
15	S 95	Interchange	SKYLINE BLVD.-BEAVERTON SCHOLLS FERRY RD.-PORTLAND	November 1962
16	S 95	Interchange	HUMPHREY BLVD.-PORTLAND SCHOLLS FERRY RD.-STATE POLICE	April 1963
17	S 95	Interchange	SKYLINE BLVD.-BEAVERTON	April 1963
18	S 95	Interchange	PORTLAND-BEAVERTON	April 1963
19	S 95	Interchange	SCHOLLS FERRY RD-STATE POLICE SKYLINE BLVD.	November 1963
D-1-60	S 95	165+05	EXIT	November 1963
D-1-60	S 95	147+90	EXIT	April 1964
2	S 96	100+00	PORTLAND ZOO	April 1963
4	S 96	116+40	PORTLAND ZOO-HIGHLANDS RD	April 1963
5	S 96	Intersection	HIGHLAND RD.	April 1964
6	S 96	128+00	PORTLAND ZOO-HIGHLANDS RD EXIT ¼ MI	April 1963
7	S 96	Interchange	MUSEUM - ZOO	April 1963
8	S 95	Interchange	BEAVERTON-PORTLAND	April 1964
9	S 96	Interchange	HIGHLAND RD-OMSI-ZOO	October 1964
10	S 96	Interchange	OMSI-ZOO-PORTLAND	April 1963
D-1-60	S 96	114+20	EXIT	April 1963

RECEIVED
DEC 2 - 1963

FOR FILING

5743

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
November 15, 1963

SUBJECT: Defective Porcelain Enamel Sign Replacement

To: Mr. Leonard I. Lindas
Chief Counsel
DEPARTMENT

On the following contract, the signs listed below have proven to be defective. We recommend that the manufacturer be required to replace a portion of these signs in accordance with the terms of the guarantee:

SECTION Washington County Line - Highlands Interchange

HIGHWAY Sunset US26

CONTRACT NO. 5743 GUARANTEE NO. III

CONTRACTOR Electrical Products Corporation

MANUFACTURER California Metal Enameling Company
6904 E. Slauson Ave.
Los Angeles, Calif.

DATE MANUFACTURED 1961

SIGN NO.	TED DWG. NO.	STATION	MESSAGE	FAILURE

SEE ATTACHED LIST OF SIGNS

ORIGINAL SIGNED BY R. N. BOTHMAN

R. N. Bothman
Sign Engineer

RNB:nk

cc: Tom Edwards ✓
Traffic Engineer
Maintenance Engineer
Division Engineer

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NOV 19 1963
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
TOM EDWARDS

November 15, 1963

Defective Porcelain Enamel Signs on Contract #5743

SIGN NO.	TED DWG. NO.	STATION	MESSAGE	FAILURE #
5 *	S 95	169+00	SYLVAN	Discoloration
7 *	S 95	165+05	26 CEDAR HILLS-TO THE COAST	Excessive Fading of 4th panel
11*	S 95	Interchange	SKYLINE BLVD.SCHOLLS FERRY RD. STATE POLICE	Discoloration of panels 1,2,3 & 4
14*	S 95	Interchange	PORTLAND-SKYLINE BLVD. BEAVERTON-HEWETT BLVD.	Discoloration
15 *	S 95	Interchange	SKYLINE BLVD.-BEAVERTON SCHOLLS FERRY RD.-PORTLAND	Discoloration
16 *	S 95	Interchange	HUMPHREY BLVD.-PORTLAND SCHOLLS FERRY RD.-STATE POLICE	Discoloration of panels 1,2,3,4 & 5
17 *	S 95	Interchange	SKYLINE BLVD.-BEAVERTON	Discoloration
18 *	S 95	Interchange	PORTLAND-BEAVERTON	Discoloration of panels 1,2, & 3
19	S 95	Interchange	SCHOLLS FERRY RD-STATE POLICE SKYLINE BLVD.	Discoloration of all but 3rd panel
D-1-60	S 95	165+05	EXIT	Discoloration
2 *	S 96	100+00	PORTLAND ZOO	Discoloration
4 *	S 96	116+40	PORTLAND ZOO-HIGHLANDS RD	Discoloration
6	S 96	128+00	PORTLAND ZOO-HIGHLANDS RD EXIT 1/4 MI	Discoloration
7 *	S 96	Interchange	MUSEUM-ZOO	Discoloration
10 *	S 96	Interchange	OMSI-ZOO PORTLAND	Discoloration
D-1-60 *	S 96	Interchange	EXIT	Discoloration

* Sign previously reported on May 7, 1963

# Panels are numbered from the top down

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OCT 14 1963
FOR FILING

GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

[illegible]

6143

October 11, 1963

California Metal Enameling Co.
6904 E. Slauson Avenue
Los Angeles, California

1661

Re: Replacement of Defective Porcelain Enamel Signs

Gentlemen:

We are advised that fifteen porcelain enamel signs of your manufacture, located on the Washington County Line-Highlands Interchange Section, Sunset Highway, US26, have proven defective as shown by excessive or abnormal fading or discoloration from normal atmospheric conditions, contrary to the provisions of your guarantee. These signs were manufactured in 1961 and were installed by Electrical Products Corporation of Oregon, under Contract No. 5743, and are further identified as follows:

Message	Station
PORTLAND ZOO	100
MUSEUM-ZOO	105
OMSI-ZOO-PORTLAND	109
EXIT	114
PORTLAND ZOO-HIGHLAND ROAD	116
SKYLINE BLVD-SCHOLLS FERRY ROAD	128
PORTLAND-SKYLINE BLVD-BEAVERTON-HEWETT BLVD.	128
SKYLINE BLVD-BEAVERTON-SCHOLLS FERRY RD-PORTLAND	128
HUMPHREY BLVD-PORTLAND-SCHOLLS FERRY RD-STATE POLICE	128
SKYLINE BLVD-BEAVERTON	128
PORTLAND-BEAVERTON	128
PORTLAND ZOO-HIGHLAND RD-EXIT 1/4 MILE	128
PORTLAND	165
CEDAR HILLS TO THE COAST	165
SYLVAN	169

RECEIVED
OCT 11 1963
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
TOM EDWARDS

Hunter
see me re this
E

This letter constitutes a formal demand that you replace each of the defective signs above designated, without expense to the State of Oregon, pursuant to your guarantee.

Very truly yours,

L. I. LINDAS
Chief Counsel

By
FRANK C. McKINNEY
Chief, Office Section

FCMcK:ks

cc: Tom Edwards
F. B. Crandall
E. S. Hunter
R. N. Bothman
F. D. Morgan
A. E. Johnson
L. I. Lindas
Electrical Products Corp. of Ore.

RECEIVED
MAY 10 1963

FOR FILING

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 7, 1963

SUBJECT: Defective Porcelain Enamel Sign Replacement

To: Mr. Leonard I. Lindas
Chief Counsel
DEPARTMENT

On the following contract, the signs listed below have proven to be defective. We recommend that the manufacturer be required to replace these signs in accordance with the terms of the guarantee:

Section	Washington County Line-Highlands Interchange
Highway	Sunset Highway (US26)
Contract No.	5743 Guarantee No. III
Manufacturer	California Metal Enameling Co. 6904 E. Slauson Ave. Los Angeles, California
Date Manufactured	1961
Contractor	Electric Products Corporation

Sign No.	TED Dwg.No.	Station	Message	Failure
2	S 96	100	PORTLAND ZOO	Excessive Fading
7	S 96	105	MUSEUM - ZOO	Excessive Fading
10	S 96	109	OMSI-ZOO-PORTLAND	Excessive Fading
D-1-60	S 96	114	EXIT	Excessive Fading
4	S 96	116	PORTLAND ZOO-HIGHLAND RD	Excessive Fading
11	S 95	128	SKYLINE BLVD-SCHOLLS FERRY RD	Excessive Fading
14	S 95	128	PORTLAND-SKYLINE BLVD-BEAVERTON-HEWETT BLVD	Excessive Fading
15	S 95	128	SKYLINE BLVD-BEAVERTON-SCHOLLS FERRY RD-PORTLAND	Excessive Fading
16	S 95	128	HUMPHREY BLVD-PORTLAND-SCHOLLS FERRY RD-STATE POLICE	Excessive Fading
17	S 95	128	SKYLINE BLVD-BEAVERTON	Excessive Fading
18	S 95	128	PORTLAND-BEAVERTON	Excessive Fading
6	S 96	128	PORTLAND ZOO-HIGHLAND RD-EXIT ¼ MILE	Excessive Fading
8	S 95	165	PORTLAND	Excessive Fading
7	S 95	165	CEDAR HILLS TO THE COAST	Excessive Fading
5	S 95	169	SYLVAN	Excessive Fading

L. E. George
Sign Engineer

LEG:nk

cc: Tom Edwards ✓
Traffic Engineer
Maintenance Engineer
Division Engineer Div. I

By:
Robert N. Bothman
Assistant Sign Engineer

RECEIVED
MAY 9 1963
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
TOM EDWARDS

FORM E-123R 100M 4-62

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

5743

September 6, 1962

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage Street N. E.
Salem, Oregon

Dear Sir:

Mr. Baird French of your Portland office, called recently stating that Mr. Robert Nelson of the Traffic Safety Supply Company, had contacted him in regard to sign contracts awarded to the Electrical Products Corp.

Mr. Nelson stated that the Electrical Products Corp. was acting as a broker and was subcontracting all or a substantial part of the sign contracts. In checking into this matter, we have found that six sign contracts have been awarded to the Electrical Products Corp. Three such contracts, the Jumkins Point Interchange Section Signing Contract, Project No. I-5-4(48)193; 6142 the Jumkins Point-Cottage Grove Section Signing Contract, Project Nos. I-5-3(26)175 and I-5-3(38) 6093 190; and the Irrigon Junction Interchange Section Signing Contract, Project No. I-80N-5(7)166, 6132 have no registered subcontractor.

In three contracts there were registered subcontractors. The Sundial-Rooster Rock Section Signing Contract, Project Nos. 5549 I-80N-2(7)15 and I-80N-1(11)14, in the amount of $32,393.41 had two subcontractors. This was for the installation of steel and wood posts in the amount of $3,648.37 and to furnish and drive piling in the amount of $1,755, which was a total of 17 percent of the over-all contract price.

The Olds Ferry-Idaho Line Section Signing Contract, Project Nos. I-80N-3(9)351 and I-80N-3(8)372, in the amount of $56,699.77 had 5596 two subcontractors. The electrical work was subcontracted for a total of $500 and the installation of signs and sign supports for $7,644.93. The subcontracts amount to 14 percent of the total contract price.

The Washington County Line-Highlands Interchange Section Illumination and Signing Contract, Project Nos. F-318(6) and U-318(4), in the amount of $59,622.68, had one subcontract. This was for the sign structures at $17,238.10, or a total of 28.9 percent of the over-all contract price.

Based upon these data, it does not appear that Electrical Products Corp. has been in violation of the provision of the specifications, which requires that subcontracts not exceed 50 percent of the over-all contract cost.

We attach for your information a list of sign contracts wherein either the Electrical Products Corp. or the Traffic Safety Supply Company have been involved. You will note that the Traffic Safety Supply Company (Mr. Robert Nelson) has been the sign supplier on the greatest bulk of signs furnished.

Very truly yours,

Forrest Cooper
State Highway Engineer

By ORIGINAL SIGNED
TOM EDWARDS

Tom Edwards
Assistant State Highway Engineer

Attachment

cc Forrest Cooper ✓
G. S. Paxson
F. B. Crandall

RECEIVED
[illegible]EP 17 1962
FOR FILING

FORM 2-30 80M 11-61 40830

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 31, 1962

SUBJECT:

To: MEMO TO FILE

Baird French gave me the following information by telephone this date:

Mr. French stated that a gentleman by the name of Nelson was contending that the Electrical Products Corporation, who is a contractor on State work, was violating the provisions of federal regulations involving subcontractors; namely, that it was acting as a broker and was subcontracting all or a substantial part of State FA contracts. Mr. Nelson had retained an attorney, Kenneth Baines of the firm Wheelock, Richardson, & Niehaus to represent him in this matter. Mr. Nelson apparently wanted the attorney to take this matter up with the FBI or somebody. Mr. Baines had contacted Mr. French and, in Mr. French's opinion, did not seem very exercised about the matter and did not seem to know how to proceed.

Mr. Edwards is making an investigation of this matter.

Forrest Cooper
Forrest Cooper
State Highway Engineer

FC:fn

cc G. S. Paxson
R. L. Porter
Tom Edwards
Victor D. Wolfe
Ivan Merchant
L. I. Lindas

RECEIVED
19 1962
FOR FILING
F-318(6)
5143

FORM CD-121
(9-22-59)

UNITED STATES GOVERNMENT

Memorandum

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street N.E.
Salem, Oregon

DATE: April 16, 1962

TO : Mr. Forrest Cooper
State Highway Engineer
Salem, Oregon

CGPolk

FROM : C. G. Polk, Division Engineer
Salem, Oregon

SUBJECT: Oregon F-318(6) and U-318(4)
Highlands Interchange-Sylvan Interchange
Signing Changes

The additions to the existing contract signing as requested by Mr. Edwards' letters, dated April 11 and April 13, are hereby approved.

cc Crandall
4-19-62
jw

NOTED
TOM EDWARDS

RECEIVED
APR 17 1962
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JAN 25 1962
FOR FILING
[illegible]
5743

January 24, 1962

American Insurance Co.,
McLaughlin Bldg.,
1220 SW Columbia
Portland 1, Oregon

Gentlemen:

State Highway contract #5743 for sign-illumination on the Washington County Line-Highlands Interchange Section of the Sunset Highway in Multnomah County was completed by the contractor, Electrical Products Corp. of Oregon on November 7, 1961, and was formally accepted by the Highway Commission on December 8, 1961.

Final payment in the amount of $6,224.06 will be released to the contractor on or after January 31, 1962. The total contract amount is $61,757.30, of which amount $1,481.03 represents force account items.

The State is not aware of any unpaid claims for labor or materials and assumes no responsibility for such claims should there be any.

This notice is sent as your company appears as surety on the performance bond furnished by the contractor on this project.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: American Insurance Co.,
Gerlinger, Richards & Arnold Co.,
201 American Bank Bldg.,
Portland, Oregon

cc: Electrical Products Corp. of Oregon
3500 SW Bond Avenue
Portland 1
Oregon

RECEIVED
JAN 23 1962
FOR FILING

5743

January 23, 1962

Electrical Products Corp. of Oregon
3500 SW Bond Avenue
Portland 1
Oregon

Gentlemen:

The State Highway Commission, at its meeting on January 19, 1962, discussed with the Engineer your request for an extension of time on contract #5743. You requested 30 additional workdays within which to complete the sign and illumination project on the Washington County Line-Highlands Interchange Section of the Sunset Highway in Multnomah County, without assessment of liquidated damages.

After considering the report and recommendation of the Engineer, and other available information, the Commission granted your request.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

de

cc: Lloyd P. Shaw
Edward Hardt
Ivan D. Merchant
Bureau of Public Roads
L. H. Young
C. H. Matson

RECEIVED
JAN 23 1962
FOR FILING

5743

January 18, 1962

Mr. Forrest Cooper
State Highway Engineer
Office

Extension of Time
Contract No. 5743
Highlands Interchange
Section

Our contractor, Electrical Products Corporation of Oregon on the signing and illumination of the Highlands Interchange Section, has asked for a 30-day time extension. The overrun in time was occasioned by the addition of extra work and plan changes. These conditions were beyond the control of the contractor and were things that he could not anticipate at the time of bidding.

It is recommended that this matter be presented to the Highway Commission with a request for approval. The Bureau of Public Roads concurs in this matter.

R. L. Porter
Assistant Highway Engineer

RLP:ajw

RECEIVED
JAN 23 1962
FORM E-30 50M 11-61 40220
FOR FILING

F-212(6)

5743

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

January 18, 1962

SUBJECT: Extension of Time
Contract No. 5743
Highlands Interchange
Section

To: Mr. Forrest Cooper
State Highway Engineer
Office

Our contractor, Electrical Products Corporation of Oregon on the signing and illumination of the Highlands Interchange Section, has asked for a 30-day time extension. The overrun in time was occasioned by the addition of extra work and plan changes. These conditions were beyond the control of the contractor and were things that he could not anticipate at the time of bidding.

It is recommended that this matter be presented to the Highway Commission with a request for approval. The Bureau of Public Roads concurs in this matter.

R. L. Porter
Assistant Highway Engineer

RLP:ajw

N.O.A.

OK

extra copies of request for extension
to Bridge Div 1-23-62
Original request to Cook to file
in contract.

FORM CD-121
(9-22-59)

UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage St. N.E.
Salem, Oregon

TO : Mr. Forrest Cooper
State Highway Engineer
Salem, Oregon

DATE: January 15, 1962

CGPolk

FROM : C. G. Polk, Division Engineer
08-35.4DA
Salem, Oregon

SUBJECT: Oregon Projects F-318(6) and U-318(4), Washington County Line-Highlands Interchange - Signing and Illumination

Reference is made to your letter dated January 9, 1962 requesting 30-day extension of time, without penalty.

For the reason mentioned in your letter, we concur in your recommendation.

cc to Merchant 1-23-62

RECEIVED
JAN 16 1962
OFFICE OF
STATE HIGHWAY ENGINEER

January 9, 1962

Mr. C. G. Polk
Division Engineer
U. S. Bureau of Public Roads
477 N. E. Cottage Street
Salem, Oregon

Re: Washington County Line
Highlands Interchange
Signing and Illumination
Contract No. 5743
FAP Nos. F-318(6) and U-318(4)

Dear Mr. Polk:

Electrical Products Corporation of Oregon is requesting a 30-day extension of time without assessment of liquidated damages in which to complete the above contract.

Contractor did complete all of the contract work within the workdays allocated. The overrun in time was occasioned entirely by addition of extra work and plan changes. These are conditions beyond the control of the contractor, and I will recommend to the Highway Commission that the requested extension be granted without assessment of liquidated damages.

May I have your concurrence in this action?

Very truly yours,

Ivan D. Merchant
Bridge Engineer

CAG:dl

RECEIVED
DEC 6 1961
FOR FILING

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

F-318(6)

5743

December 6, 1961

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
477 N. Cottage
Salem, Oregon

Dear Mr. Polk:

Re: Washington Co. Line-
Highlands Interchange
Contract No. 5743
FAP No. F-318(6) & U-318(4)

Electrical Products Corp. completed work on the Washington County Line - Highlands Interchange signing and illumination project on Sunset Highway in Multnomah County, Contract No. 5743, FAP Nos. F-318(6) and U-318(4), on November 7, 1961.

Very truly yours,

Ivan D. Merchant
Bridge Engineer

dl
cc: Floyd Query
D. B. Parkes
J. W. Nash

RECEIVED
MAR 9 1961
FOR FILING

F-318(6)
U-318(4)
5743

UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
408 State Highway Building
Salem, Oregon

TO : W. C. Williams, State Highway Engineer
Salem, Oregon

DATE: March 7, 1961

FROM : C. G. Polk, Division Engineer
Salem, Oregon

By: D M Emrich
D. M. Emrich
Acting Division Engineer

08-35.4-DA

SUBJECT: Oregon Projects F-318(6) and U-318(4)
Gloss Ratings for Type "A" Signs

Reference is made to Mr. Paxson's letter of February 28, 1961 requesting our approval of a higher gloss rating on the type "A" signs installed on subject project.

Mr. Paxson's letter mentions that subsequent to the letting of this contract it was learned that a higher gloss rating than specified resulted in greater durability without hindering visibility of signs. With these findings as a guide, we will approve the deviation from specifications on this project with the understanding that there will be no increased cost to the project due to such change from the original specifications.

[illegible]

RECEIVED
MAR 8 1961
[illegible] ENGINEER

RECEIVED
MAR 1 1961
FOR FILING

F-318(6)
U-318(4)
5743

February 28, 1961

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
Salem, Oregon

Re: Washington County Line-
Highlands Interchange Section
Sunset Highway
Project F-318(6) & U-318(4)

Dear Sir:

The above contract concerns signing and illumination on the Washington County Line-Highlands Interchange Section of the Sunset Highway. The specified gloss rating for Type "A" signs (porcelain enamel on aluminum extrusions) is from 68 to 73 units. The gloss rating on the signs installed was found to be 92.

Subsequent to the letting of this contract, it was learned that a higher gloss rating resulted in greater durability without hindering the visibility of the signs. As a result, the specified rating was raised for future contracts.

It is requested that you approve the deviation from contract specifications and acceptance of the signs with the higher gloss rating.

Very truly yours,

W. C. Williams
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

cc to: Mr. W. C. Williams
Mr. F. B. Crandall

VPJ:pk ae

RECEIVED
FORM 2-123-A
JAN 13 1961

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

[illegible]
5743

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

January 10, 1961

Mr. L. M. Ellsworth
Assistant Treasurer
Electrical Products Corporation
of Oregon
3500 SW Bond Avenue
Portland 1, Oregon

Dear Mr. Ellsworth:

You have recently submitted Shop Drawings showing details of a proposed plan involving conduit runs from the sign bridge support column to the fluorescent lighting fixtures which are to be used for sign illumination.

These drawings were submitted for approval and for subsequent usage on the Washington County Line-Highlands Interchange Section Signing and Illumination Project, Contract No. 5743. Please be advised that in lieu of the drawings which you have submitted, it is suggested that the attached Oregon State Highway Department sketch be utilized for fastening the sign lighting fixtures to the luminaire mounting channels. It is suggested that the detail shown on this sketch be used rather than those submitted on your plan.

If any further information is required, please do not hesitate to contact this office.

Very truly yours,

Ivan D. Merchant
Bridge Engineer

Attachments
LGG:pk
bc: G. S. Paxson ✓
F. H. Crandall
Lloyd Shaw
Robert Shotwell

RECEIVED

RECEIVED
1961

FORM E-123-X 75M 1-60

4

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

7-318 (61)
5743

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

January 10, 1961

Mr. R. W. Nelson
General Manager
Traffic Safety Supply Company
2324 SE Umatilla Street
Portland 2, Oregon

Dear Mr. Nelson:

This will acknowledge receipt of your letter of January 4, in regard to Shop Drawings for the pointer-boards for the Washington County Line-Highlands Interchange Signing installation, Contract No. 5743 ~~3774~~. Inasmuch as these signs were approved by Ed Rief before leaving your shop, it will not be necessary that shop drawings be submitted.

Very truly yours,

G. S. Paxson
Assistant State Highway Engineer

By Original Signed by
F. B. CRANDALL
F. B. Crandall
Traffic Engineer

VPJ:pk
bc: G. S. Paxson
Ivan Merchant
A. E. Johnson
Robert Shotwell

RECEIVED
JAN 11 1961
[illegible]

RECEIVED
FORM E-123-X 75M 1-60
JAN 10 1961
FOR FILING

4

COMMISSIONERS
M. K. MCIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

7-318 (6)

5743

January 6, 1961

E. Resnick
Traffic Safety Supply
2324 S.E. Umatilla St.
Portland 2, Oregon

Dear Madam:

The attached copies of the shop drawings of the type "A" signs for the Washington County Line-Highlands Interchange Signing Contract, No. 5743, have been checked and approved as noted.

The shop drawings for the type "J" signs at the Sylvan Interchange have not yet been received. When the drawings are submitted they will be handled separately.

Very truly yours,

G. S. Paxson
Assistant State Highway Engineer

By Original Signed by
F. B. CRANDALL
F. B. Crandall
Traffic Engineer

G. S. PAXSON

Attachments
DRA:jv
bc: G. S. Paxson ✓
Ivan Merchant
R. Shotwell

RECEIVED
JAN 9 1961
[illegible]
ENGINEER

FORM E-120-5 75M 1

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

RECEIVED
[illegible] 1960

7-314 (6)
11-314 (4)
5743

December 8, 1960

E. Reznick
Traffic Safety Supply Co.
2324 S.E. Umatilla Street
Portland 2, Oregon

Dear Madam:

The shop drawings of the Type "A" sign for the Washington County Line-Highlands Interchange Signing Contract, No. 5743, have been checked and approved. However, before forwarding these shop drawings, it will be necessary for us to have two additional copies for our filing system.

We would also appreciate the submission of shop drawings for the Type "J", fingerboard, signs at the Sylvan Interchange (Signs No. 20, 21, 22, 25).

Very truly yours,

G. S. Paxson
Assistant State Highway Engineer

By

Original Signed by
F. B. CRANDALL

F. B. Crandall
Traffic Engineer

ERA:jv
bcc G. S. Paxson

RECEIVED
[illegible] 1960
OFFICE OF
STATE HIGHWAY ENGINEER

FORM E 123-X 50M 6-59

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD
FLOYD QUERY, SECRETARY
SALEM

RECEIVED
SEP [illegible] 1960
FOR FILING
7-319 (6)
11-319 (4)
5743

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

September 9, 1960

Mrs. E. Reznick
Traffic Safety Supply Company
2324 S.E. Umatilla Street
Portland 2, Oregon

Dear Mrs. Reznick:

This will acknowledge receipt of your letter of September 7, 1960, suggesting certain arrow substitutions on the Washington County Line-Highlands Interchange Signing Project on the Sunset Highway, Contract No. 5743. The 10 x 16 arrow will not be acceptable in place of the specified 10 x 12 arrow nor will the 12 x 18 arrow be acceptable in place of the 12 x 14 arrow; however, the 15 x 30 Interstate arrow will be acceptable on the standard "EXIT" signs, Sign No. D-1-60. This confirms information given to you by telephone by Mr. Val Johnson of this office on September 8, 1960.

Very truly yours,

G. S. Paxson
Assistant State Highway Engineer

By

F. B. Crandall
Traffic Engineer

VPJ:jj
bcs: G. S. Paxson
Ivan Merchant
A. E. Johnson
Robert Shotwell

NOTED
G. S. PAXSON

RECEIVED
SEP 13 1960
OFFICE OF
STATE HIGHWAY ENGINEER

13

RECEIVED
AUG 16 1960
FOR FILING
7-318 (6)
U-318 (4)
5713

FORM 2-133

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

August 16, 1960

Electrical Products Corp. of Oregon
3500 SW Bond Avenue
Portland 1
Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission:

Contract #5743, awarded July 7, 1960, for sign-illumination installation on the Washington County Line-Highlands Interchange Section of Sunset Highway in Multnomah County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

de
Encl.

RECEIVED

FOR FILING

F-318(6)

U-318(4)

5743

When replying, refer to
08-35.1

408 State Highway Building
Salem, Oregon

July 7, 1960

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to advise of our prior verbal concurrence as of this date in award of Contract No. 5743 for Oregon Project U-318(4), Highlands Interchange Section (signing), on the Sunset Highway, to Electrical Products Corporation of Oregon of Portland, Oregon, low bidder in the total amount of $59,622.68 for this project and project F-318(6), at the June 30, 1960 bid opening.

Very truly yours,

C. G. Polk
Division Engineer

RECEIVED
[illegible] 1960
FOR FILING

U-318(6)
U-318(H)
5743

F 318(6)

When replying, refer to
08-35.1

408 State Highway Building
Salem, Oregon

June 8, 1960

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Dear Sir:

We have today approved the P. S. and E. documents for Oregon Project F-318(6), Washington County Line-Highlands Interchange Section, Sunset Highway - signing and illumination.

This is to authorize your advertising for bids.

Very truly yours,

C. G. Polk
Division Engineer

Porter

NOTED
FORREST COOPER

RECEIVED
[illegible]0
FOR FILING
U-318(6)
U-318(4)
5743

When replying, refer to
08-35.1

U-318(4)

408 State Highway Building
Salem, Oregon

June 8, 1960

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Dear Sir:

We have today approved the P. S. and E. documents for Oregon Project U-318(4), Highlands Interchange Section, Sunset Highway, signing.

This is to authorize your advertising for bids.

Very truly yours,

C. G. Polk
Division Engineer

Dexter

[illegible]

S-307(2)   Tualatin R. (Scholls) Br.   1960
Sec. of Scholls Rd.
#5744

RECEIVED
FEB 23 1962
FOR FILING
-307(2)

FORM CD-121
(1-22-59)

UNITED ST ES VERNMENT

Memorandum

I ARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street, N.E.
Salem, Oregon

TO Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

5744

DATE: February 20, 1962

CGPolk

FROM :C. G. Polk, Division Engineer
08-35.5 Salem, Oregon

SUBJECT: Oregon Project S-307(2)
Tualatin River Bridge Section
Voucher #10 - Final

Our memorandum on the above project dated 2-8-62 stated that a deduction was made on the final voucher in the amount of $2,679.00, and final payment was made in the reduced amount of $16,573.00. The final voucher has now been approved in the full amount submitted of $19,252.00. Please disregard our memorandum dated 2-8-62 and the accompanying PR-1042 - Schedule of Exceptions.

2-21-62

RECEIVED
FEB 21 1962
OFFICE OF
STATE HIGHWAY ENGINEER

FORM CD-121

RECEIVED
FEB 21 1962
FOR FILING
7(2)

UNITED ST ES VERNMENT

Memorandum

D ARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street, N.E.
Salem, Oregon

TO Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

5744

DATE: February 20, 1962

CGPolk

FROM :C. G. Polk, Division Engineer
08-35.5 Salem, Oregon

SUBJECT: Oregon Project S-307(2)
Tualatin River Bridge Section
Voucher #10 - Final

Our memorandum on the above project dated 2-8-62 stated that a deduction was made on the final voucher in the amount of $2,679.00, and final payment was made in the reduced amount of $16,573.00. The final voucher has now been approved in the full amount submitted of $19,252.00. Please disregard our memorandum dated 2-8-62 and the accompanying PR-1042 - Schedule of Exceptions.

2-21-62

RECEIVED
FEB 21 1962
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
FEB 15 1962
FOR FILING

5744

Salem, Oregon
February 15, 1962

Mr. R. L. Porter
Ass't State Highway Engineer

OFFICE

Reference is made to Mr. Polk's letter of February 8th regarding a deduction to be made from the Tualatin River Bridge Project.

I have discussed this matter with Mr. Maison and it is our opinion that this is a valid deduction and is only fair in that the federal government participated in the removal of the old bridge at a cost of $7,000.00. It is recommended that this deduction be accepted and that no further action is necessary.

L. H. Young
Office Engineer

LHY:mmb

FORM CD-121

UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage St. NE
Salem, Oregon

TO : Forrest Cooper, State Highway Engineer
Salem, Oregon

DATE: February 8, 1962

FROM : C. G. Polk, Division Engineer
08-35.5 Salem, Oregon

C G Polk

TO Young

Is this in order?

SUBJECT: Oregon Project S-307(2)
Tualatin River Bridge Section
Voucher #10-Final

The subject voucher has been approved for payment in the net amount of $16,573.00. Deduction has been made in accordance with the attached Schedules of Exceptions.

Total amount of deductions	$4,191.25
Federal-aid pro-rata	63.93%
Net Deduction - in even dollars	$2,679.00

In the event that you disagree with the deductions made, it will be necessary to present reclaims of the disallowed items of costs on a separate PR-20 or PR-21 voucher identified as a reclaim voucher within nine months of the date the original voucher is processed for payment, and should be accompanied by a formal statement in rebuttal to the disallowances.

RECEIVED
FEB
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
R. L. PORTER

PAGE 1 OF 1 PAGES

FORM PR-1042
(8-61)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

SCHEDULE OF EXCEPTIONS
(IM 4-1-61)

M NO. 1

DIVISION OFFICE NO. 35

ATTACHMENT TO AUDIT CERTIFICATE COVERING	PROJECT NUMBER	VOUCHER NUMBER	AMOUNT CLAIMED
	S-307(2)	#10-Final	19,252.00

EXCEPTION

The State has sold the old bridge to Grant County for $4,191.25, and the credit for the sale has been made to the project, thus reducing the total cost. We are participating in the cost of removal of the old bridge under item 21 of the contract. Credit for the sale of the old bridge has not been given on the PR-21. The total cost claimed is therefore in excess of the net cost of the project to the State. The amount is cited in accordance with para. 12(a) of Title 23-Highways.

Amount Cited $4,191.25

Monthly transaction number 2-72	Fo R-2A (5-..-57) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	ate Oregon
Project report number 8	**MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT** 2-8-62	County Washington Project number S-307(2)

The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Engineer on August 22, 19 60, is hereby modified as follows:

Revised estimated total cost of project $ 197,778.00

Revised Federal funds $ 125,972.00

Other revisions

None

All other terms and conditions of the Project Agreement will remain in full force and effect.

This modification is effective as of the 8 day of February, 19 62.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By

ASST State Highway Engineer
(Title)

By ______________________

____
(Title)

By ______________________

____
(Title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

XX C. G. Polk
Division Engineer

By: RCWright
R. C. Wright
Administrative Manager

Entered 5744

8-22-60

RECEIVED
AUG 24 1960
FOR FILING

Monthly Transaction No.	Form PR-2 (8-57) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	State **Oregon**
Project Report No. S 307 (2)	**FEDERAL-AID PROJECT AGREEMENT**	County **Washington**
5744		Project No. **S-307(2)**

The State, through its Highway Department, having complied with the terms and conditions set forth in the Federal-Aid Road Act, approved July 11, 1916 (39 Stat. 355), as amended and supplemented, and in the Regulations issued pursuant thereto by the Secretary of Commerce, relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein.

Project termini

Tualatin River (Scholls) Bridge Section

Project classification or class of work	Effective date of authorization	Approximate length (*Miles*)
Highway planning		
Preliminary engineering	**12-24-58**	**---**
Rights-of-Way		
Construction	**12-24-58**	**0.3**
Other (*Specify*)		

FUNDS

Estimated total cost of project $ **202,123**	Federal funds $ **123,000**

The State further stipulates that pursuant to said Act and Regulations, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By ____________________

State Highway Engineer
(title)

By ____________________

____
(title)

By ____________________

____
(title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

~~By~~ **C. G. Polk**
Division Engineer

By: **R. C. Wright**
Administrative Manager

Date executed by Division Engineer **August 22, 1960**

August 17, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding two copies of project agreement, signed by the Highway Commission, for the Tualatin River Br. Section, Project No. S-307(2).

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

RHC:bb

July 27, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding four copies of estimate as a basis for project agreement for the Tualatin River Bridge Section, Project No. S-307(2).

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

RHC:jb

Oregon State Highway Department

Federal Aid Secondary
Project No. S-307(2)

TUALATIN RIVER BRIDGE SECTION OF THE
SCHOLLS HIGHWAY IN WASHINGTON COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, July 27, 1960

Type Code P.E.

Preliminary Engineering	All Required		$ 3,000.00

Type Code 6201
Roadway (Sta. 28+50 to Sta. 47+00)(Contract No. 5744)

Clearing and Grubbing	All Required		$ 10,000.00
Drainage Excavation, Unclassified	6 cu. yds.	$ 10.00	60.00
Embankment in Place	9,700 cu. yds.	1.00	9,700.00
Finishing Roadbed and Slopes	0.26 mile	2,000.00	520.00
12-inch Concrete Pipe	44 lin. ft.	5.00	220.00
Loose Riprap	300 cu. yds.	8.00	2,400.00
Metal Guard Rail	960 lin. ft.	3.00	2,880.00
Guide Posts, Type W-2	22 only	6.00	132.00
Coarse Crushed Material in Base	2,060 cu. yds.	2.25	4,635.00
3/4" - 0 Material in Base	460 cu. yds.	2.50	1,150.00
Sprinkling	70 M-gals.	4.00	280.00
Class "B" Asphaltic Concrete	680 tons	7.00	4,760.00
			$ 36,737.00
Flagging (57½% of Contractor's Cost)	All Required		100.00
Signing (Temporary)	All Required		50.00
Signing (Permanent)	All Required		600.00
	Subtotal		$ 37,487.00
	10% Engr. & Cont.		3,748.00
	Total		$ 41,235.00

Type Code X031
Tualatin River Bridge (Sta. 33+88 to Sta. 38+55)(Contract No. 5744)

Furnish Treated Timber Piling	11,200 lin. ft.	$ 1.25	$ 14,000.00
Drive Piles	153 only	75.00	11,475.00
Class "A" Concrete (650 cu.yds.)	All Required		41,000.00
Metal Reinforcement (173,500 lbs.	All Required		22,000.00
Structural Steel (124,500 lbs.)	All Required		28,000.00
Treated Timber in Place	24 M-FBM	425.00	10,200.00
Metal Railing	964 lin. ft.	10.00	9,640.00
8-inch Metal Drain Pipe	55 lin. ft.	4.00	220.00
Remove Old Bridge	All Required		7,000.00
	Subtotal		$143,535.00

Subtotal	$143,535.00
10% Engr. & Cont.	14,353.00
Total	$157,888.00

Length of Roadway - - - - - - - - - - - 0.262 Mile
Length of Structure - - - - - - - - - - 0.088 Mile
Total Length- - - - - - - - - - - - - - 0.350 Mile
Cost of Roadway Per Mile- - - - - - - - $157,385.49

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Preliminary Engineering	$ 3,000.00	$ 1,800.00	$ 1,200.00
Roadway	41,235.00	25,100.00	16,135.00
Structure	157,888.00	96,100.00	61,788.00
	$202,123.00	$123,000.00	$ 79,123.00

State Funds For Const.: Chap. 175, Laws 1917; Chap. 31, Laws 1920;
Chap. 529, Laws 1939

State Funds For Maint.: Chap. 529, Laws 1939

RECEIVED
AUG 8 1961
FOR FILING

5744

August 7 1961

United Pacific Insurance Co.,
Fidelity & Surety Department
P. O. Box 1216
Tacoma 1, Washington

Gentlemen:

State Highway contract #5744 for structure-grading-paving the Tualatin River (Scholls) Bridge Section of the Scholls Secondary Highway in Washington County was completed by the contractor, George E. Berry, on July 15, 1961, and was formally accepted by the Highway Commission on July 28, 1961.

Final payment in the amount of $14,198.40 will be released to the contractor on or after August 14, 1961. The total contract amount is $178,582.67, of which amount $551.24 represents force account items.

The State is not aware of any unpaid claims for labor or materials and assumes no responsibility for such claims should there be any.

This notice is sent as your company appears as surety on the performance bond furnished by the contractor on this project.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: Mr. George E. Berry
P. O. Box 311
Beaverton
Oregon

RECEIVED
JUL 27 1961
FOR FILING

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD
FLOYD QUERY, SECRETARY
SALEM

S-307(2)
5744

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

July 26, 1961

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
477 Cottage, N. E.
Salem, Oregon

RE: Tualatin River (Scholls)
Bridge
FAP No. S-307(2)
Contract #5744

Dear Sir:

In our letter of July 10, 1961, we advised you that the completion date for this project was July 7, 1961. This date is in error and should be corrected to July 15, 1961.

Very truly yours,

Ivan D. Merchant
Bridge Engineer

CAO:mk

cc: J. W. Nash
Floyd Query
D. B. Parkes

NOTED ON CARD

Form E-1—(Rev.)—

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending July 21, 1961

Section Tualatin River Bridge

Kind of work Structure, Grading & Paving

Highway Scholls County Washington

Section prefix 134-1023

Contractor George E. Berry

Contract number 5744

Date of contract July 7, 1960

Specified work days 140

Date work started ...., 19

Work days used ....

Project authorization $203,649.75

Exclusive of engineering $189,167.99

Per cent of time elapsed ....%

Estimated cost of completed project, exclusive of engineering $189,167.99

Estimated per cent overrun or underrun ....%

Per cent of contract completed, based on estimated cost ....%

Engineering authorization $........

Engineering cost to date $2,986.46, ...%

Date project was completed ...., 19

ESTIMATED PER CENT COMPLETE

CLEARING	DRAINAGE	GRADING	STRUCTURES	BASE	OIL AND/OR PAVE.	MAT'L PROD.
100%	100%	100%	___	100%	100%	___

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, etc.:

The Contractor repainted guard rail on Saturday July 15, 1961. All work complete and records turned over to Warren E. Mueller, Res., Bridge Engineer.

This will be the last weekly report.

NOTED
JOHN R. CAGLS

CONSTRUCTION DIVISION
RECEIVED
JUL 24 1961
NOTED-- CE AE ACE COE

NOTED
C. E. PAULSE

Signed Clay M. Cornett Resident Engineer

Address P.O. Box 4699 Sellwood Station, Portland 2, Ore.

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	0.26	0.26			0.26
Miles partially completed					
Miles completed	0.26	0.26			0.26
Total estimated quantities (contract)	9,700 CY	2,520 CY			680 T
Total quantities corrected to date	7,908.2 CY	2,686 CY			649.15 T
Estimated quantities moved or placed to date	7,908.2 CY	2,686 CY			649.15 T
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Men

Supervision

Men and trucks under 3 tons

Men and trucks over 3 tons

Men and tractors

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Compaction rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	FAIR		
Monday	"		
Tuesday	"		
Wednesday	"		
Thursday	"		
Friday	"		
Saturday			

RECEIVED
JUL 11 1961
FOR FILING

D Cook

COMMISSIONERS
M. K. MCIVER, CHAIRMAN
PORTLAND
KENNETH [illegible] FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD
FLOYD QUERY, SECRETARY
SALEM

5744

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

July 10, 1961

Mr. C. G. Polk
Division Engineer
U. S. Bureau of Public Roads
477 Cottage Street, N.E.
Salem, Oregon

Dear Mr. Polk:

George E. Berry completed work on the Tualatin River (Scholls) Bridge Project, on the Scholls Road in Washington County, Contract No. 5744, FAP No. S-307(2), on July 7, 1961.

Very truly yours,

Ivan D. Merchant
Bridge Engineer

mm

cc: Mr. J. N. Nash
Mr. Floyd Query ✓
Mr. D. B. Parkes

NOTED
FLOYD QUERY

NOTED ON CARD
dl

RECEIVED
JUN 6 1961
FOR FILING

5-307(2)

5744

9

June 6, 1961

United Pacific Insurance Company
627 Board of Trade Building
Portland 4, Oregon

Attention: S. W. Tanner
Fidelity & Surety Department

Dear Mr. Tanner:

This is in reply to your letter of May 24 concerning the amounts owing on State Highway contracts 5670 and 5744, as of December 31, 1960. Attached are copies of the Contract Payment Vouchers covering these contracts.

We hope these attachments will give you the necessary information in checking the contractor's financial statement.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Floyd Query,
Secretary

CWH:mg
Encl.

[redacted]

Portland Branch • 627 Board of Trade Building • Portland 4, Oregon

United Pacific Insurance Company
United Pacific Life Insurance Company
Cascade Insurance Company

May 24, 1961

Oregon State Highway Commission
Salem, Oregon

Re: George E. Berry
2990 S. W. Underwood Drive
Portland, Oregon

Gentlemen:

#5670 [illegible]

#5744 [illegible]

Recently you returned our inquiries on amounts owing to the above contractor as of December 31, 1960 on State Highway Contracts Nos. 5670 and 5744. On Contract No. 5670 you indicated that as of year end the contractor had an Earned Estimate of $35,930 and Retention of $23,132. The contractor's financial statement, however, shows only $31,064 due as an Earned Estimate and only $9,275 withheld in Retention. On Contract No. 5744 you reported $8,887 owing as an Earned Estimate as of December 31, 1960, but the contractor's financial statement shows slightly more than $12,000 owing as of that date. The Retention figure which you showed on this contract as of year end compares with that shown by the contractor.

At your convenience will you please review these figures so that, if possible, we can resolve these discrepancies. For your convenience our stamped, self-addressed envelope is enclosed.

Very truly yours

UNITED PACIFIC INSURANCE COMPANY

S. W. Tanner

S. W. Tanner
Fidelity & Surety Department

SWT: jm
Enc.

RECEIVED
MAY 2 5 1961
OREGON STATE HIGHWAY DEPARTMENT
BRIDGE DIVISION

NOTED
C. W. HEAD

RECEIVED
MAY 2 5 1961
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
FOR FILING

S-307 (2)

5744

1853

December 6, 1960

Mr. Frank Lillegard
Route 2, Box 203
Hillsboro, Oregon

Dear Mr. Lillegard:

In answer to your letter of November 21 requesting the number of cubic yards of materials used in the fill on the south side of the Tualatin River, I wish to advise that our records indicate a total amount of 5854.7 cubic yards.

Please pardon the delay in answering, but it was necessary to contact the field engineer to determine the quantity.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

cc Mr. W. C. Williams
Mr. Tom Edwards

EAP:db fn

REFERRED TO
Edwards.
BY DEPUTY STATE HIGHWAY ENGINEER

Hillsboro Ore.
Rt 2 Box 203

[illegible]
FORREST COOPER

Dear Sirs;

I would like to know how many packed yard of dirt this new fill measured.

It is located on the South side of the Tualatin River at Scholls on Highway #210.

I recieved a check for the dirt and, the contractor said the State Dept. measured the dirt.

Would like a reply in the next few days.

Thank You.
Frank Lillegaard

To: Aage G. Mohr DATE 12-1-60

Subject: Borrowed Material, Tualatin River Bridge Section.

The Embankment in place material that was borrowed from a private source by Contractor Geo. E Berry on the South side of the Tualatin River Br. section project Contract No. 57AA amounts to 5854.7 cu yd.

SIGNED Floyd E Turk

PLEASE REPLY HERE

TO__________ DATE__________

SIGNED__________

NOTE - INDIVIDUAL ORIGINATING CONFIRMATION MEMO RETAINS YELLOW COPY. FORWARDING FIRST AND TRIPLICATE INTACT WITH CARBONS, ADDRESSEE REPLIES, EXTRACTS CARBON; RETAINS TRIPLICATE, RETURNING FIRST PART TO ORIGINATOR OF CONFIRMATION MEMO,

EAST SALESBOOK COMPANY-PORTLAND

Form E-1—(Rev.)—

5-307 (2)

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending September 10, 1960

Section Tualatin River Bridge Section

Kind of work Strucure, Grading & Paving

Highway Scholls Highway County Washington

Section prefix 134-1023

Contractor George E. Berry

Contract number 5744

Date of contract July 7, 1960

Specified work days 140

Date work started ...., 19......

Work days used ....

Project authorization $........

Exclusive of engineering $........

Per cent of time elapsed ....%

Estimated cost of completed project, exclusive of engineering $........

Estimated per cent overrun or underrun ....%

Per cent of contract completed, based on estimated cost ....%

Engineering authorization $........

Engineering cost to date $324.32, ...%

Date project was completed ...., 19......

ESTIMATED PER CENT COMPLETE

CLEARING	DRAINAGE	GRADING	STRUCTURES	BASE	OIL AND/OR PAVE.	MAT'L PROD.
95%	0	5%		0	0	0

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, etc.:

Contractor started fill construction
Tuesday September 6, 1960.

CONSTRUCTION DIVISION
RECEIVED
SEP 13 1960
NOTED-- ☐ ☐ ☐ ☐ ☐
CE ACE CQE

NOTED
JOHN R. OAKES

NOTED
C. E. PAULSEN

Signed Lloyd R. Tusch Resident Engineer

Address P.O. Box 4699 Sellwood Station, Portland2

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing

		GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project		0.26	0.26	0	0	0
Miles partially completed						
Miles completed		0	0	0	0	0
Total estimated quantities (contract)		9,700 C.Y.	2,520 C.Y.	0	0	680 Tons
Total quantities corrected to date		9,700 "	2,520 "	0	0	680 "
Estimated quantities moved or placed to date		450 "	0	0	0	0
Average daily quantities						
Average daily quantities necessary to complete project on time						
Number shifts per day	1					
Hours per shift	8					
Average force on project for week	1					

Men	1
Supervision	0
Men and trucks under 3 tons	
Men and trucks over 3 tons	
Men and tractors	

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers 1, Compaction rollers 1, Scraper 1, ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	FAIR		
Monday	"		
Tuesday	"		
Wednesday	"		
Thursday	"		
Friday	"		
Saturday			

1

RECEIVED
AUG 4 - 1960
FOR FILING
S307(2)
5744

FORM 2-120

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

August 3, 1960

Mr. George E. Berry
P. O. Box 311
Beaverton
Oregon

Dear Sir:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission:

Contract #5744, awarded July 7, 1960, for structure-grading-paving the Tualatin River(Scholls) Bridge Section of the Scholls Secondary Highway in Washington County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

ds
Encl.

24-3324 Smith Cr. Youth Camp Bldg. 1960
in Silver Falls St. Park.
45745

O4A 2220 [illegible] 60

RECEIVED
DEC 29 1960
FOR FILING

24-3324

5745

H

December 29, 1960

United Pacific Insurance Co.,
Fidelity & Surety Department
P. O. Box 1578
Tacoma 1, Washington

Gentlemen:

State Highway contract #5745 for swimming pool filter in the Smith Creek Youth Camp in Silver Falls State Park, Marion County, was completed by the contractor, Stevenson Const. Co., on October 17, 1960, and was formally accepted by the Highway Commission on November 3, 1960.

Final payment in the amount of $8,537.06 will be released to the contractor on or after January 9, 1961. The total contract amount is $16,957.47, and no force account work was performed on the project.

You have been previously notified that a claim has been filed against this contract.

This notice is sent as your company appears as surety on the performance bond furnished by the contractor on this project.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: Stevenson Const. Co.,
2575 Mission St. SE
P. O. Box 206
Salem, Oregon

RECEIVED
DEC 13 1960

FOR FILING
24-3324

5745

December 12, 1960

Grinnell Company of Oregon
3240 N. W. 29th Ave.
Portland 10, Oregon

Attention: Mr. W. R. Harri
Credit Manager

Gentlemen:

This is to acknowledge your claim, dated November 30, stating that Atlas Plumbing & Heating Company, Salem, subcontractor, owes you $258.03 for materials furnished on the filter system construction at Silver Falls State Park.

Our records indicate this to be the Stevenson Construction Co. Contract No. 5745 for swimming pool filter at the Smith Creek Youth Camp in Silver Falls State Park.

We have received word from the Secretary of State that your claim was filed in his office on December 5, 1960, and was assigned File No. 3739.

This claim will be entered in our records and we will advise the surety and the contractor that it has been received.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

CWH:fp

NOTED ON CARD
de

RECEIVED
DEC 13 1960
FOR FILING

24-3324

5745

December 12, 1960

United Pacific Insurance Company
Medical Arts Building
Tacoma, Wn.

Gentlemen:

Attached is a copy of a claim in the amount of $258.03 which has been filed with the Secretary of State by Grinnell Company of Oregon, Portland, for materials furnished to Atlas Plumbing & Heating Company, subcontractor, Salem. This appears to be in connection with our contract No. 5745 with Stevenson Construction Co., prime contractor, for swimming pool filter at Smith Creek Youth Camp in Silver Falls State Park, Marion County.

We provide this information as your company appears as surety on the performance bond furnished with this contract. Secretary of State file number is 3739.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

Enc.

CC:
Victor S. Risley Co.
223 Board of Trade Building
Portland 4, Oregon

Stevenson Construction Co.
2575 Mission Street S. E.
Salem, Oregon

Commissioners
W. C. Williams
Forrest Cooper

CWH:fp

NOTED ON CARD
dc

STATE OF OREGON
DEPARTMENT OF STATE
SALEM, OREGON

HOWELL APPLING, JR.
SECRETARY OF STATE

December 5, 1960

Mr. C. H. Armstrong
State Parks Superintendent
State Highway Department
Salem, Oregon

Cont #5745

Dear Mr. Armstrong:

We have received from Grinnell Company of Oregon, 3240 N. W. 29th Avenue, Portland 10, Oregon and filed as of this date, a notice of claim by same for Pipe Fittings, plumbing supplies and etc., furnished to Atlas Plumbing & Heating Company, Salem, Oregon in the sum of $258.03 against the bond taken from United Pacific Insurance Company, surety, Resident Agent--V. S. Rislay, 223 Board of Trade Building, Portland, Oregon for the work of Filter System construction at Silver Falls State Park, on which Stevenson Construction Co., was the General Contractor.

We are enclosing three copies of the claim for your information and files.

L.V. Kooms
signed + returned
to Sec. State

Kindly acknowledge receipt of the copies on the enclosed carbon copy.

Sincerely,

HOWELL APPLING, JR.
Secretary of State
By Geo C Stephens
Public Records Section

GS:FK
Enc.

AUTOMATIC
SPRINKLER SYSTEMS
GRINNELL
DIAPHRAGM VALVES
PIPE HANGERS
AND SUPPORTS

GRINNELL COMPANY
OF OREGON
EXECUTIVE OFFICES PROVIDENCE, R.I.
3240 N. W. 29TH AVENUE
PORTLAND 10, OREGON

PIPE, FITTINGS AND
VALVES
PLUMBING AND HEATING
MATERIAL
PREFABRICATED PIPING
AND SUPPLIES

IN REPLY REFER TO -

Contr. #5745

REGISTERED MAIL

DATE: November 30, 1960

TO: C. H. Armstrong
State Parks Superintendent
State Highway Department
Salem, Oregon

NOTICE IS HEREBY GIVEN THAT THE UNDERSIGNED, GRINNELL COMPANY OF OREGON HAS A CLAIM FOR PIPE FITTINGS [illegible] AND ETC. FURNISHED TO [illegible] IN THE SUM OF TWO HUNDRED FIFTY EIGHT AND 03/100 ($258.03) AGAINST THE BOND TAKEN FROM UNITED PACIFIC INSURANCE COMPANY, RESIDENT AGENT - V.S. RISLAY, 223 Board of Trade Bldg., Portland, Oregon FOR THE WORK OF FILTER SYSTEM CONSTRUCTION AT SILVER FALLS STATE PARK, ON WHICH STEVENSON CONSTRUCTION CO. WAS THE GENERAL CONTRACTOR.

GRINNELL COMPANY OF OREGON

BY E. R. Harris
[illegible]

CC: SECRETARY OF STATE
UNITED PACIFIC INSURANCE CO.
STEVENSON CONST. COMPANY
ATLAS PLBG. & HTG. CO.
GRINNELL CO. ATTORNEY

Rec'd 3 pm 12-5-60
Referred to Accounting Division
C. H. Armstrong
By Gertrude Chambers

AUTOMATIC
SPRINKLER SYSTEMS
GRINNELL
DIAPHRAGM VALVES
PIPE HANGERS
AND SUPPORTS

GRINNELL COMPANY
OF OREGON
EXECUTIVE OFFICES PROVIDENCE, R. I.
3240 N. W. 29TH AVENUE
PORTLAND 10, OREGON

PIPE FITTINGS AND
VALVES
PLUMBING AND HEATING
MATERIAL
PREFABRICATED PIPING
AND SUPPLIES

IN REPLY REFER TO -

REGISTERED MAIL

DATE **November 30, 1960**

TO: **C. H. Armstrong**
State Parks Superintendent
State Highway Department
Salem, Oregon

NOTICE IS HEREBY GIVEN THAT THE UNDERSIGNED, GRINNELL COMPANY OF OREGON, HAS A CLAIM FOR PIPE FITTINGS, PLUMBING SUPPLIES AND ETC FURNISHED TO ATLAS PLUMBING & HEATING COMPANY, SALEM, OREGON. #258.03 IN THE SUM OF **TWO HUNDRED FIFTY EIGHT AND 03/100 ($258.03)** AGAINST THE BOND TAKEN FROM **UNITED PACIFIC INSURANCE COMPANY, RESIDENT AGENT - V.S. [illegible], [illegible] Board of Trade Bldg., Portland, Oregon** FOR THE WORK OF **[illegible] SYSTEM CONSTRUCTION AT SILVER FALLS STATE PARK, ON WHICH ATKINSON CONSTRUCTION CO. WAS THE GENERAL CONTRACTOR.**

File #3739

FILED
DEC 5 - 1960
HOWELL APPLING, JR.
SECRETARY OF STATE

GRINNELL COMPANY OF OREGON

BY E. R. Harri
E. R. Harri
Credit Manager

CC: SECRETARY OF STATE
UNITED PACIFIC INSURANCE CO.
ATKINSON CONST. COMPANY
ATLAS PLBG. & HTG. CO.
GRINNELL CO. ATTORNEY

RECEIVED
DEC 5 - 1960
HOWELL APPLING, JR.
SECRETARY OF STATE

RECEIVED
FORM E-109
AUG 8 - 1960

FOR FILING

24-3324

5745

A

COMMISSION
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

August 8, 1960

Stevenson Construction Co.,
2575 Mission St., SE
Salem
Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission:

Contract #5745, awarded July 7, 1960, for a swimming pool filter in Smith Creek Youth Camp in Silver Falls State Park, Marion County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

ds
Encl.

RECEIVED
MAY 17 1960

FOR FILING
24-33.24

5745

May 17, 1960

Mr. Lowell E. Brown, President
Valley Telephone Company
Silverton,
Oregon

Dear Sir:

We are enclosing for the records and files of the Valley Telephone Company a fully executed copy of an agreement between the State Highway Commission and the Valley Telephone Company covering service to be made available at the Silver Creek Youth Camp, the Smith Creek Youth Camp and the Davidson Ranch area, located within the Silver Falls State Park.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

rn
Enc. 1

RECEIVED
MAY 24 1960

FOR FILING

Maint
Parks
Silver Creek

Salem, Oregon
May 17, 1960

MISC. CONTRACTS and
AGREEMENTS No. 2220

Valley Telephone Company
Conversion of Telephone System
Silver Falls State Park

Mr. C. H. Armstrong
State Parks Department
Office

Attention: Mr. Paul Davies
Property Supervisor

Attached is a conformed copy of an agreement with the Valley Telephone Company covering service to be made availableat the Silver Creek Youth Camp, the Smith Creek Youth Camp and the Davisdon Ranch area, located within the Silver Falls State Park.

A fully executed copy of the above agreement has been retained in this office for the Commission's files and one fully executed copy has been sent to the Valley Telephone Company at Silverton, Oregon.

Secretary

rn
Enc. 1

FORM E-30X 50M 7-59 22129

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 9, 1960

SUBJECT: Construction Agreement
State of Oregon
Valley Telephone Company
Conversion of Telephone System
Silver Falls State Park

To: Mr. Floyd Query
Secretary
OFFICE

Attached are the original and two copies of an agreement relating to the above subject. All have been signed by the authorized representative of the Valley Telephone Company. They are now handed to you for your further handling.

After the full execution of the agreement may we please have the return of three copies, either original or conformed.

C. H. Armstrong
State Parks Superintendent

By
Paul E. Davies
Paul E. Davies
Property Supervisor

PED:ba

Attach.

AUTHORIZED BY HIGHWAY COMMISSION
DATE 1-28-60 Min. Page 3
Floyd Query
Secretary

FORM E-155-X

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

RECEIVED
APR 13 1960

Maint
Parks
Silver Falls

April 12, 1960

Mr. Lowell Brown, Jr.
Valley Telephone Company
P.O. Box 335
Silverton, Oregon

RE: Construction Agreement
State of Oregon -
Valley Telephone Company
Conversion of Telephone System
Silver Falls State Park

Dear Mr. Brown:

Attached are three copies of the above entitled agreement.

Please inspect the agreement and if found satisfactory have the proper officials of the Valley Telephone Company sign all three copies of the agreement and then return to this office for our further handling.

After the signatures of officials of the State Highway Commission and this department are obtained a fully executed copy of the agreement will be returned to you for your file.

Very truly yours,

C. H. Armstrong
State Parks Superintendent

By
Paul E. Davies
Paul E. Davies
Property Supervisor

PED:ba

Attach. Agreement
cc: Floyd Query

NOTED
FLOYD QUERY

S-457(1) Grass Valley Canyon Br. 1960
on Moro-Lone Rock Rd.
#5746

C&A
2239

RECEIVED
MAR 21 1961
FOR FILING

S-457 (1)

5746

March 21, 1961

United Pacific Insurance Company
P. O. Box 1578
Tacoma, Wn.

Gentlemen:

The Secretary of State has informed us that the Mercer Steel Company, Inc., claim in the amount of $3,543.70 for furnishing reinforcing steel to B & H Construction Company on State Highway Contract No. 5746 was filed in his office on March 17. He has assigned his file No. 3797 to this claim.

A description of this claim was outlined in our letter to you of March 15.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

CWH:fp

NOTED ON CARD

FORM E-128-X 50M 1-61

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

March 15, 1961

Hon. Howell Appling, Jr.
Secretary of State
121 State Capitol
Salem, Oregon

Attention: George C. Stephens

Dear Sir:

Attached is a claim letter for filing in the amount of $3,543.70 received from Mercer Steel Company, Inc., Portland for reinforcing steel furnished to B & H Construction Company in the performance of State Highway Contract 5746.

This appears to be in connection with the B & H Construction Company contract for bridge construction on the Grass Valley Canyon Bridge Section of the Moro-Lone Rock Road in Sherman County.

Please acknowledge receipt of this claim on the enclosed copy of this letter.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

File # 3797

FILED
MAR 17 1961
HOWELL APPLING, JR.
SECRETARY OF STATE

RECEIVED
MAR 17 1961
HOWELL APPLING, JR.
SECRETARY OF STATE

RECEIVED
MAR 20 1961
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
MAR 17 1961
FOR FILING

2-457 (1)

5746

March 15, 1961

Mercer Steel Company, Inc.
2636 N. W. 26th Avenue
Portland 10, Oregon

Attention: Mr. Neil A. Austin

Dear Mr. Austin:

This is in reply to your claim letter of March 14 in the amount of $3,543.70 for reinforcing steel furnished to B & H Construction Company on State Highway Contract 5746.

This appears to be in connection with the B & H Construction Company contract for bridge construction on the Grass Valley Canyon Bridge Section of the Moro-Lone Rock Road in Sherman County.

So that there will be no misinterpretation of the law we are forwarding this claim to the Secretary of State for filing. In the interim, this information will be noted in our records and we will advise the surety and the contractor that it has been received.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

CWH:rj

NOTED ON CARD
dc

March 15, 1961

Hon. Howell Appling, Jr.
Secretary of State
121 State Capitol
Salem, Oregon

Attention: George C. Stephens

Dear Sir:

Attached is a claim letter for filing in the amount of $3,543.70 received from Mercer Steel Company, Inc., Portland for reinforcing steel furnished to B & H Construction Company in the performance of State Highway Contract 5746.

This appears to be in connection with the B & H Construction Company contract for bridge construction on the Grass Valley Canyon Bridge Section of the Moro-Lone Rock Road in Sherman County.

Please acknowledge receipt of this claim on the enclosed copy of this letter.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

CWH:rj

NOTED ON CARD

March 15, 1961

United Pacific Insurance Company
P. O. Box 1578
Tacoma, Washington

Gentlemen:

A claim letter dated March 14 has been received from Mercer Steel Company, Inc., Portland, advising that B & H Construction Company owe them for reinforcing steel in the amount of $3,543.70.

From the description this appears to be in connection with State Highway Contract 5746, B & H Construction Company principal contractor, for bridge construction on the Grass Valley Canyon Bridge Section of the Moro-Lone Rock Road in Sherman County.

This claim has been forwarded to the Secretary of State for filing. Attached is a copy of the claim letter for your files. This information is provided as your company appears as surety on the performance bond furnished with this contract.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

Att:

cc: Walrad Insurance Agency, 105 North Roberts Ave., Gresham
B & H Construction Company, Boring Oregon

Commission -- Mr. McIver
Mr. Jackson
Mr. W. C. Williams
Mr. Forrest Cooper

[illegible]
dc

MERCER
STEEL CO., INC.

Reinforcing Steel and Building Specialties
[illegible]
7636 N. W. [illegible] AVE.
PORTLAND 10, OREGON

March 14, 1961

State of Oregon
State Highway Department
Salem, Oregon

Attention: Floyd Query, Secretary

and

Howell A. Appling, Secretary of State
State of Oregon
State Office Building
Salem, Oregon

NOTICE

Notice is hereby given that the undersigned, Mercer Steel Co., Inc., an Oregon Corporation, has a claim for reinforcing steel furnished at the special instance and request of B and H Construction Co., used and incorporated in the Grass Valley - Canyon Bridge Section of the Moro - Lone Rock Road in Sherman County, State Highway Contract No. 5746 in the sum of $3,543.70 against the bond taken from United Pacific Insurance Co. for the construction of the above structure.

Dated at Portland, Oregon this 14th day of March, 1961.

MERCER STEEL CO., INC.
Neil A. Austin
By Neil A. Austin

NAA/jm

RECEIVED
MAR 15 1961
OREGON
STATE HIGHWAY COMMISSION

[illegible]

RECEIVED
FEB 7 1961
FOR FILING
8-457(1)
5746

February 6, 1961

Mercer Steel Co., Inc.
2636 N. W. 26th Ave.
Portland 10, Oregon

Attention: Mr. Neil A. Austin

Gentlemen:

This is to acknowledge your letter of February 2 concerning the status of the B & H Construction Company contract with the State Highway Department.

Our records indicate that B & H Construction Company has just completed State Highway Contract No. 5746 for bridge construction of the Grass ValleyCanyon Bridge Section of the Moro-Lone Rock Road in Sherman County. This project was completed December 8, 1960, and accepted by the State Highway Commission January 27, 1961.

Final payment in the amount of $3,129.59 is to be paid on or after February 13, 1961.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

CWH:fp

MERCER
STEEL CO., INC.

Reinforcing Steel and Building Specialties
[illegible]
[illegible]
PORTLAND 10, OREGON

February 2, 1961

Oregon State Highway Department
State Highway Building
Salem, Oregon

Attention: Floyd Query

#5746

Subject: Oregon State Highway Contract 564

Gentlemen:

This company has furnished reinforcing steel to the B & H Construction Company of Boring, Oregon, on the subject job.

Please let us know the completion date and acceptance date of this contract. If you could also let us know if there are any amounts yet to be paid on the contract, it would be appreciated. Also, please let us know if B & H Construction Company was the prime contractor on this job. If not, please furnish us with the name of the prime contractor.

Sincerely,

Neil A. Austin
NEIL A. AUSTIN

NAA:R

[illegible]

Final payment $3,129.59
now in process for payment

Completed Dec. 8, 1960
Accepted Jan. 27, 1961

RECEIVED
FEB - 3 1961
OREGON
STATE HIGHWAY COMMISSION

NOTED
C. W. HEAD

RECEIVED
FEB 3 1961
FOR FILING

8-457(1)

5746

February 3, 1961

United Pacific Insurance Co.,
Fidelity & Surety Department
P. O. Box 1578
Tacoma 1, Washington

Gentlemen:

State Highway contract #5746 for construction of the Grass Valley Canyon Bridge on the Moro-Lone Rock Road in Sherman County was completed by the contractor, B & H Construction, on December 8, 1960, and was formally accepted by the Highway Commission on January 27, 1961.

Final payment in the amount of $3,129.59 will be released to the contractor on or after February 13, 1961. The total contract amount is $24,285.61, and no force account work was performed on the project.

The State is not aware of any unpaid claims for labor or materials and assumes no responsibility for such claims should there be any.

This notice is sent as your company appears as surety on the performance bond furnished by the contractor on this project.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: B & H Construction
P. O. Box 56
Boring
Oregon

FORM E-123-X 78M 1-

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

RECEIVED
C 19 1960
FOR FILING
S-457(1)
5746

December 16, 1960

Mr. C. G. Polk, Division Engineer
Bureau of Public Roads
Room 408
State Highway Building
Salem, Oregon

RE: Grass Valley Canyon Bridge
Contract #5746
FAP No. S-457(1)

Dear Sir:

B & H Construction Company completed work on the Grass Valley Canyon Bridge on the Moro-Lone Rock Road in Sherman County on December 8, 1960.

Very truly yours,

Ivan D. Merchant
Bridge Engineer

CAG:nk

cc: J. W. Nash
Floyd Query
D. B. Parkes

RECEIVED
AUG 24 1960
FOR FILING

Monthly Transaction No.	Fo. 4-2 (5-29-57) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	ate **Oregon**
Project Report No. 5-457 (1) 5744	**FEDERAL-AID PROJECT AGREEMENT**	County **Sherman**
		Project No. **S-457(1)**

The State, through its Highway Department, having complied with the terms and conditions set forth in the Federal-Aid Road Act, approved July 11, 1916 (39 Stat. 355), as amended and supplemented, and in the Regulations issued pursuant thereto by the Secretary of Commerce, relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein.

Project termini

Co. Rd. 2.6 mi. S.E. Moro.
(Grass Valley Canyon Bridge)

Project classification or class of work	Effective date of authorization	Approximate length
Highway planning		
Preliminary engineering		
Rights-of-Way		
Construction	5-6-60	0.02
Other *(Specify)*		

FUNDS

Estimated total cost of project $ 26,235	Federal funds $ 9,400

The State further stipulates that pursuant to said Act and Regulations, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By

State Highway Engineer
(title)

By ____________________

____
(title)

By ____________________

____
(title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

XX
By **C. G. Polk**
Division Engineer

By: R C Wright
R. C. Wright
Administrative Manager

Date executed by Division Engineer **August 22, 1960**

USComm-DC 11169

August 17, 1960

Mr. C. C. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding two copies of project agreement, signed by the Highway Commission, for the Grass Valley Canyon Bridge, Project No. S-457(1).

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

RHC:bb

July 26, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding four copies of estimate as a basis for project agreement for the Grass Valley Canyon Bridge, Project No. S-457(1).

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

/ RNC:sw

Enc.

Oregon State Highway Department

Federal Aid Secondary
Project No. S-457(1)

GRASS VALLEY CANYON BRIDGE ON THE
MORO-KENT ROAD IN SHERMAN COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, July 26, 1960

Type Code 2021
Grass Valley Canyon Bridge (Sta. 4+72 to Sta. 5+82)(Contract No. 5746)

Structural Excavation	200 cu.yds.	$9.00	$1,800.00
Class "A" Concrete (182 cu.yds.)	All Required		14,560.00
Metal Reinforcement (50,000 lbs.)	All Required		7,300.00
8-inch Metal Drain Pipe	55 lin.ft.		209.00
	Subtotal		$23,869.00
	10% Engr. & Cont.		2,386.00
	Total		$26,255.00

Length of Structure . . . . 0.021 Mile

Federal Funds -	$ 9,400.00
State Funds -	3,140.00
County Funds -	13,715.00
	$26,255.00

State Funds for Const: Chap. 175, laws 1917; Chap. 31, laws 1920;
Chap. 529, laws 1939.

Funds for Maint: Chap. 529, laws 1939.

Note: Necessary funds have been deposited by Sherman County with the Highway Department.

FORM 2-123

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD
FLOYD QUERY, SECRETARY
SALEM

RECEIVED
AUG 4 - 1960
FOR FILING
8.457(1)
5746

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

A

August 3, 1960

B & H Construction
P. O. Box 56
Boring
Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission:

> Contract #5746, awarded July 8, 1960, for construction of the Grass Valley Canyon Bridge on the Grass Valley Canyon Section of the Moro-Lone Rock Road in Sherman County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

do
Encl.

RECEIVED
JUN 22 1960
FOR FILING

Court
Bridges
Gen'l

June 21, 1960

County Court of Sherman County
Court House
Moro, Oregon

Gentlemen:

We are enclosing for the records and files of Sherman County a fully executed copy of an agreement between the State Highway Commission and Sherman County covering the Grass Valley Canyon Bridge on FAS 666 in Sherman County.

Very truly yours

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

By__________________________
C. W. Head, Assistant Secretary

rn
Enc.

RECEIVED
JUN 27 1960

FOR FILING

Const
Bridges
Gen

MISC. CONTRACTS and
AGREEMENTS No. 2339

Salem, Oregon
June 21, 1960

FAS Project Agreement
Sherman County

Mr. C. G. Swenson
City & County Relations Engineer
Office

Attached is a conformed copy of an agreement with Sherman County covering the Grass Valley Canyon Bridge on FAS 666 in Sherman County.

A fully executed copy of the above agreement has been retained in this office for the Commission's files and one fully executed copy has been sent to the County Court of Sherman County.

Assistant Secretary

[illegible]
Attach: 1

FORM E-30X 50M 7-59 22128

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 16, 1960

SUBJECT: FAS Project Agreement
Sherman County

To: Mr. G. S. Paxson
OFFICE

Attached are three copies of an agreement covering the Grass Valley Canyon Bridge on FAS 666 in Sherman County. Two copies have been executed by the Court and are now ready for signature by the Highway Commission. Both copies require your signature of approval.

The project was approved 12/16/59.

C. G. S.
C. G. Swenson
County & City Relations Engineer

RHP:mm
Att.

RECOMMENDED FOR APPROVAL
G S Paxson
Assistant State Highway Engineer

AUTHORIZED BY HIGHWAY COMMISSION
DATE 12/16 59 Min Page 18
Lloyd Query
Secretary

210-1070 Briggs Camp-Bear Cr. Rd. 1960
Sec. of N. Umpqua Rd.
#5747 (Grading)

C94359 6-8-60

RECEIVED
MAR 16 1962
~~FOR FILING~~

5747

Blaisdell and Stone
Contract No. 5747

MEMO TO FILE:

On February 9, 1962, Mr. Rohde, Mr. Maison, and Mr. Sollis from the Highway Department, Mr. D. F. DeCew, Supervisor Division of Audits, Secretary of State's Office, Mr. Douglas M. Thompson, Attorney for The United Pacific Ins. Co., and Mr. Rheinhard, Claims Supervisor of The United Pacific Ins. Co. met in Mr. Maison's office to discuss the problems involved in the making of final payments under the above contract to The United Pacific Inc. Co., surety for Blaisdell and Stone on the above contract.

After a discussion of the problem Mr. Reinhard presented a copy of a joint Control Agreement signed by the surety and Blaisdell and Stone-which provided for a trust account to be established in a bank and also providing that all monies due Blaisdell and Stone under the contract be deposited to that account. It also provided that title monies in the account were to be expended only for a payment of bills accrued on the above contract. The agreement authorized withdrawls on the signature of any two or three listed persons, of the three listed two were Representatives of the surety and one from the contractor.

Mr. Reinhard also presented a special power of attorney authorizing the surety to endorse any checks or warrants made out to the contractor.

After a discussion of the law of subrogation Mr. Reinhard presented a ledger which showed all deposits and expenditures from the special account set up under the join control agreement. A reading of the ledger showed that the surety had only deposited Two Thousand Five Hundred and No/100 Dollars ($2,500.00) in the account. The surety was then advised that until they had actually expended an amount equal to the amount they were seeking to obtain from the Highway Department they would not have any rights of subrogation.

It was then agreed that the Secretary of State's Office would issue a warrant to the contractor based on the surety's signature of the estimates and that the warrant would be mailed to the surety.

However, before the warrant would be issued the surety agreed to furnish the Secretary of State's Office with a copy of the joint control agreement, the special power of attorney and a receipted bill showing that they had actually paid out on account of the above contract amount equal to or greater than that which was due the contractor as final payments from the Highway Department. The surety's representative mentioned that there is an outstanding debt for Twenty Thousand and No/100 Dollars ($20,000.00) or more due for concrete used in the subject contract. It was suggested by Mr. Rohde that the surety pay this bill, document it with bill, receipts etc. and submit to Secretary of State with signed voucher to be put through for payment.

J E Rohde

FEB 19 1962
FOR FILING

5747

FORM E-30X—50M—6-61—36682

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE
Salem, Oregon
February 16, 1962

SUBJECT: Blaisdell & Stone
Contract No. 5747

To: Mr. C. H. Maison
Auditor

Building

As I understand the semi-final and final payments on the above contract are still being retained. It is also understood there is a controversy between the contractor and surety as to who is to receive these funds. United Pacific Insurance Co., the surety, in connection with its demand for the money has executed a special indemnity agreement, a copy of which you have, agreeing to indemnify and hold the State harmless against any claims or demands which may be asserted against the State by the contractor or any other person claiming rights to said sums of money.

It seems there is some difficulty in making this payment because the contractor has failed and refuses to sign and return the vouchers for the aforementioned semi-final and final estimates. My suggestion would be that a voucher be prepared for execution by the surety.

I would like to point out that the surety in the above mentioned special indemnity agreement stated that it had, "By virtue of its payment of numerous unpaid bills, resulting from the performance by contractor of said contract, has a claim against contractor in excess of said sum held by State;". Under the provisions of the surety bond and the law of subrogation the surety is entitled to stand in the shoes of the person whose performance it has guaranteed when it is required to make payments on his behalf.

In the instant case, United Pacific Insurance Company claims that it has made such payment. The said company has further agreed to indemnify the State against any claims of the contractor or any person claiming under him. Thus, I feel that if the vouchers are signed by the surety, this should be sufficient to clear the warrant for payment. However, in addition to forwarding the vouchers signed by the United Pacific Insurance Company to the Secretary of State, we should also send a copy of the said indemnity agreement.

G. E. ROHDE
Assistant Counsel

JLS:ct;hg
CC - Mr. Floyd Query, Secretary

NOTED
FLOYD QUERY

FORM E-123-X 50M 1-61

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

FOR FILE

5747

February 15, 1962

United Pacific Insurance Company
P. O. Box 1216
Tacoma 1, Washington

Attention: Mr. Henry F. Reintz

Re: Blaisdell and Stone Contract No. 5747.
Briggs Camp-Bear Creek Road Section,
North Umpqua Road, Douglas County.

Gentlemen:

Upon the advice of our Chief Counsel, we are enclosing for your signature the semi-final and final estimate payments due on State Highway Contract No. 5747.

Will you kindly complete the contract certificate on both of the estimates and sign them opposite the red cross mark and return them to this office after which they will be processed for payment.

Very truly yours,

C. H. Maison
Auditor

CHM:jc

Enclosure

cc: L. I. Lindas
F. A. Query
Mautz, Souther, Spaulding, Kinsey & Williamson
Attention: Douglas M. Thompson

NOTED
FLOYD QUERY

RECEIVED
JAN 31 1962
FOR FILING

211-[illegible]

5747

January 31, 1962

Mautz, Souther, Spaulding,
Kinsey & Williamson
Attorneys at Law
Board of Trade Building
Portland 4, Oregon

Attention: Douglas M. Thompson

Re: Blaisdell and Stone Contract No. 5747.
Briggs Camp-Bear Creek Road Section,
North Umpqua Road, Douglas County.

Dear Mr. Thompson:

This is to acknowledge receipt of your letter dated January 25, and attached indemnity agreement addressed to Mr. Jack Sollis regarding Contract No. 5747.

Upon the advice of our Chief Counsel, we are notifying our Auditor to mail the semi-final and final payments due on this contract to the United Pacific Insurance Company, P. O. Box 1216, Tacoma 1, Washington.

For your information, the vouchers covering these two payments were mailed to the contractor for signature and have not yet been returned to this department. The semi-final voucher was mailed December 1, 1961 and the final voucher was mailed December 19, 1961.

Very truly yours,

ORIGINAL SIGNED
[illegible]

Secretary
OREGON STATE HIGHWAY COMMISSION

cc: United Pacific Insurance Co.
P. O. Box 1216
Tacoma, Washington

Mansfield & Company
1075 S. W. Fifth Ave.
Portland 1, Oregon

Blaisdell and Stone
2301 S. W. Country Club Road
Oswego, Oregon

C. H. Nelson
Jack Sollis

NOTED ON CARD
dc

RECEIVED
JAN 31 1962
FOR FILING

216-1070
5747

January 31, 1962

Mautz, Souther, Spaulding,
  Kinsey & Williamson
Attorneys at Law
Board of Trade Building
Portland 4, Oregon

Attention: Douglas M. Thompson

Re: Blaisdell and Stone Contract No. 5747.
  Briggs Camp-Bear Creek Road Section,
  North Umpqua Road, Douglas County.

Dear Mr. Thompson:

This is to acknowledge receipt of your letter dated January 25, and attached indemnity agreement addressed to Mr. Jack Sollis regarding Contract No. 5747.

Upon the advice of our Chief Counsel, we are notifying our Auditor to mail the semi-final and final payments due on this contract to the United Pacific Insurance Company, P. O. Box 1216, Tacoma 1, Washington.

For your information, the vouchers covering these two payments were mailed to the contractor for signature and have not yet been returned to this department. The semi-final voucher was mailed December 1, 1961 and the final voucher was mailed December 19, 1961.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

cc: United Pacific Insurance Co.
  P. O. Box 1216
  Tacoma, Washington

  Mansfield & Company
  1975 S. W. Fifth Ave.
  Portland 1, Oregon

  Blaisdell and Stone
  2351 S. W. Country Club Road
  Oswego, Oregon

  C. H. Nelson
  Jack Sollis

NOTED ON CARD
dc

FORM E-30 50M 6-61 36681

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 29, 1962

SUBJECT: Blaisdell and Stone
Contract No. 5747

To: Floyd Query
Secretary

Office

Enclosed please find a copy of an indemnity agreement signed by United Pacific Insurance Company of Tacoma, Washington, relative to the above contract. As we have this indemnity agreement, it is now permissable for the Accounting Department to release the last two payments due under this contract to the United Pacific Insurance Company.

L Lindas

L. I. Lindas
Chief Counsel

JLS:ckr

Cle, please write necessary letters
FQ

AGREEMENT

THIS AGREEMENT, made and entered into by and between the STATE OF OREGON, by and through its State Highway Commission, hereinafter referred to as "State"; and the UNITED PACIFIC INSURANCE COMPANY, Tacoma, Washington, surety for George E. Blaisdell & Son, Construction Company, and Shirley G. Stone Company, a joint venture, on contract No. 5747, hereinafter referred to as "United Pacific."

WITNESSETH:

RECITALS:

WHEREAS, George E. Blaisdell & Son, Construction Company, and Shirley G. Stone Company, a joint venture, hereinafter referred to as "Contractor" entered into a contract dated on or about July 8, 1960, with State under which contract, Contractor agreed to perform certain items of work on the Briggs Camp-Bear Creek Road Section of the North Umpqua Road in Douglas County, Oregon, Contract No. 5747; and

WHEREAS, United Pacific, issued its surety bond No. B-72070, dated on or about July 18, 1960, in favor of State as obligee on behalf of Contractor; and

WHEREAS, State is presently holding the sum of $7,514.44 representing semi-final payment under said contract and the sum of $6,416.99 representing final payment under said contract; and

WHEREAS, United Pacific, by virtue of its payment of numerous unpaid bills, resulting from the performance by Contractor of said contract, has a claim against Contractor in excess of said sums held by State; and

WHEREAS, the attorneys for Contractor have made a demand upon State for payment to Contractor rather than to United Pacific, of any sums owed under said contract; and

WHEREAS, United Pacific contends that as surety it has a prior legal and equitable right to said sums now held by State, such rights being based upon, among other things, the laws of suretyship and a certain indemnity agreement executed by and between the Contractor and United Pacific, on or about July 18, 1960; and

WHEREAS, State is willing to pay over to United Pacific said sums of money upon United Pacific agreeing to hold State harmless and indemnifying it against any claims which may be made by said Contractor against State for said sums.

NOW, THEREFORE, the premises being in general as stated, in the foregoing recitals, it is hereby mutually agreed by and between the parties hereto as follows:

In consideration of the payment by State to United Pacific of the sum of $7,514.44 and $6,416.99, the balance of moneys due under said contract between Contractor and State, United Pacific agrees to indemnify, keep indemnified and hold harmless the State of Oregon, the Highway Commission, the members thereof, and all employees, officers and agents of the State against any and all damages, claims, demands, actions, causes of action, judgments, costs and expenses of whatsoever nature, including attorney fees, which State may incur or which may be asserted against the State by the said Contractor or anyone else claiming rights to the heretofore mentioned sums of money remaining due on said contract.

Executed this 26th day of January 1962.

UNITED PACIFIC INSURANCE COMPANY

By

ATTEST:

RECEIVED
JAN 31 1962
FOR FILING
70-1070
5747

MAUTZ, SOUTHER, SPAULDING, KINSEY & WILLIAMSON
ATTORNEYS AT LAW
BOARD OF TRADE BUILDING
PORTLAND 4, OREGON

[illegible]
CALVIN N. SOUTHER
BRUCE SPAULDING
WILLIAM H. KINSEY
[illegible]
JOHN L. SCHWABE
RAYMOND P. UNDERWOOD
GORDON MOORE
KENNETH E. ROBERTS
FORREST W. SIMMONS
JAMES B. O'HANLON
DOUGLAS M. THOMPSON
JAMES R. MOORE
A. ALLAN FRANZKE
JAMES H. BRUCE
ROLAND F. BANKS, JR.
GINO G. PIERETTI, JR.
DOUGLAS J. WHITE, JR.
JOHN B. SOUTHER

TELEPHONE
CAPITOL 2-9981

January 25, 1962

Mr. Jack L. Sollis
Staff Attorney
State Highway Department
Salem 10, Oregon

Re: Blaisdell and Stone
Contract No. 5747

Dear Mr. Sollis:

Pursuant to your letter of January 24, I am enclosing two executed copies of a hold-harmless agreement, as revised by you and also as revised by me to include the semi-final payment due of $7,514.44.

It will be appreciated if you would process payment of these sums as soon as possible.

Please let us know if you require anything further.

Very truly yours,

Douglas M. Thompson

Douglas M. Thompson

DMT:J

cc: Mr. A.D.Reinhard
Mr. Bill Cowan

RECEIVED
JAN 31 1962

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

5747

January 24, 1962

Mautz, Souther, Spaulding, Kinsey & Williamson
Attorneys at Law
Board of Trade Building
Portland 4, Oregon

Attention: Mr. Douglas M. Thompson

Re: Blaisdell and Stone
Contract No. 5747

Dear Mr. Thompson:

In reply to your letter of January 16, 1962, regarding the above matter, please be advised of the following.

Enclosed please find a revised indemnity agreement. If this agreement is acceptable to your office you may prepare the necessary copies, have them signed and return two (2) signed copies to me and I will have the payment processed.

Sincerely yours,

L. I. [illegible]
Chief Counsel

By
[illegible]
Staff Attorney

[illegible]

Enclosure

cc: L. I. Lindas
C. W. Nelson
I. A. DeFrance
✓Floyd Query

NOTED
FLOYD QUERY

RECEIVED
JAN 23 1962
FOR FILING

5747

January 22, 1962

Morris J. Galen
Attorney at Law
Public Service Building
Portland 4, Oregon

Dear Mr. Galen:

This is to acknowledge receipt of your letter dated January 17 and attached Notice of Claim in the amount of $1,664 for the rental value of equipment furnished on the State Highway contract 5447. This claim was submitted on behalf of the First National Lease Corporation.

The Notice of Claim refers to the Blaisdell & Stone contract 5447 for grading the Briggs Camp-Bear Creek Road Section of the North Umpqua Road in Douglas County.

Our records show this to be contract number 5747. We are correcting the claim accordingly and, also, notifying the Secretary of State of the correct contract number.

We have received notification from the Secretary of State today that the First National Lease Corporation claim was filed in his office on January 18 and was assigned file number 3908.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Floyd Query
Secretary

CWH:jf
cc: Secretary of State
Capitol Building
Salem, Oregon

Attention: George C. Stephens

NOTED ON CARD

[illegible] 1-22-[illegible] Semi-final 9514.44 [illegible]
Final 6416.79 – [illegible] 12-19 not [illegible] 4-27-62

MORRIS J. GALEN
ATTORNEY AT LAW
PUBLIC SERVICE BUILDING
PORTLAND 4, OREGON
CAPITOL 7-5469

January 17, 1962

Secretary
State Highway Commission
Salem, Oregon

Dear Sir:

I am enclosing notice of claim for 1st National Lease Corporation against the bond taken from Blaisdell & Stone, as principals, and United Pacific Insurance Co., as surety, for the rental value of equipment furnished by said corporation to complete the grading of the Briggs Camp-Bear Creek Road Section of the North Umpqua Road in Douglas County, Oregon, contract No. ~~5447~~. — 5747 Will you kindly file said notice of claim.

Yours very truly,

Morris J. Galen
MORRIS J. GALEN

MJG:dw

Encl.

Cc, please reply
TG

RECEIVED
JAN 18 1962
OREGON
STATE HIGHWAY COMMISSION

NOTED
[illegible] QUE[illegible]

NOTICE OF CLAIM

TO: STATE HIGHWAY COMMISSION

NOTICE IS HEREBY GIVEN that the undersigned, 1st National Lease Corporation, an Oregon corporation, has a claim against the bond taken from Blaisdell & Stone, as principals, and United Pacific Insurance Co., as surety, for the rental value of equipment furnished by said corporation to complete the grading of the Briggs Camp-Bear Creek Road Section of the North Umpqua Road in Douglas County, Oregon, contract No. ~~5447~~ 5747 in the sum of $1,664.00 together with interest thereon at the rate of six per cent per annum from September 10, 1961 until paid.

Dated this 17th day of January, 1962.

1ST NATIONAL LEASE CORPORATION

By
President

RECEIVED
JAN 23 1962
FOR FILING

[illegible]

5747

January 19, 1962

United Pacific Insurance Company
Post Office Box 1216
Tacoma, Washington

Gentlemen:

Attached is a copy of a claim in the amount of $1,664 which has been filed with the Secretary of State by First National Lease Corp. for the rental value of equipment furnished to Blaisdell & Stone. This appears to be in reference to the Blaisdell & Stone contract 5747 grading the Briggs Camp-Bear Creek Road Section on the North Umpqua Road in Douglas County.

We provide this information as your company appears as surety on the performance bond furnished with this contract.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Floyd Query
Secretary

CWH:jf
Attachment

cc: Mansfield and Company
1975 Southwest Fifth Avenue
Portland 1, Oregon

Blaisdell & Stone
2351 Southwest Country Club Road
Oswego, Oregon

W. K. McIver
Glenn L. Jackson
Forrest Cooper

NOTED ON CARD
ac

STATE OF OREGON
DEPARTMENT OF STATE
SALEM 10

HOWELL APPLING, JR.
Secretary of State

January 18, 1962

Mr. Floyd Query, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We have received from Morris J. Galen, Attorney at Law, Public Service Building, Portland 4, Oregon and filed as of this date, a notice of claim by 1st National Lease Corporation, against the bond taken from Blaisdell & Stone, principals, and United Pacific Insurance Co., surety, for the rental value of equipment furnished by said corporation to complete the grading of the Briggs Camp-Bear Creek Road Section of the North Umpqua Road in Douglas County, Oregon in the sum of $1,664.00 together with interest thereon at the rate of six per cent per annum from September 10, 1961 until paid. Oregon State Highway Contract No. 5447. 5747

We are enclosing three copies of the claim for your information and files.

Kindly acknowledge receipt of the copies on the enclosed carbon copy.

Sincerely,

HOWELL APPLING, JR.
Secretary of State

By Geo Stephens
Public Records Section

GS:FK
Enc.

RECEIVED
JAN 19 1962
OREGON
STATE HIGHWAY COMMISSION

NOTED
FLOYD QUERY

NOTICE OF CLAIM

TO: STATE HIGHWAY COMMISSION

NOTICE IS HEREBY GIVEN that the undersigned, 1st National Lease Corporation, an Oregon corporation, has a claim against the bond taken from Blaisdell & Stone, as principals, and United Pacific Insurance Co., as surety, for the rental value of equipment furnished by said corporation to complete the grading of the Briggs Camp-Bear Creek Road Section of the North Umpqua Road in Douglas County, Oregon, contract No. 5747 in the sum of $1,664.00 together with interest thereon at the rate of six per cent per annum from September 10, 1961 until paid.

Dated this 17th day of January, 1962.

1ST NATIONAL LEASE CORPORATION

By
President

File #3908

FILED
JAN 18 1962
HOWELL APPLING, JR.
SECRETARY OF STATE

RECEIVED
JAN 18 1962
HOWELL APPLING, JR.
SECRETARY OF STATE

RECEIVED
JAN 17 1962

FOR FILING

[illegible]

[illegible]

January 16, 1962

United Pacific Insurance Company
P. O. Box 1216
Tacoma, Washington

Attention: Mr. W. Atkins

Gentlemen:

A "Notice of Claim", dated January 12, 1962, has been received from Concrete Conduit Division of Martin Marietta Corporation stating that Blaisdell & Stone owes them $20,566.22 for various materials.

This appears to be in reference to the Blaisdell & Stone Contract No. 5747, for grading the Briggs Camp-Bear Creek Section of the North Umpqua Road in Douglas County. This notice of claim has been forwarded to the Secretary of State for filing. Attached is a copy for your records.

This information is provided as your company appears as surety on the performance bond furnished with this contract.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM.

CWH:jmc

cc: Mansfield & Co.
1975 S. W. 5th Avenue
Portland 1, Oregon

Blaisdell & Stone
2351 S. W. Country Club Road
Oswego, Oregon

M. K. McIver

G. L. Jackson

Forrest Cooper

NOTED ON CARD
dc

January 16, 1962

Hon. Howell Appling, Jr.
Secretary of State
122 State Capitol
Salem, Oregon

Attention: George Stephens

Gentlemen:

Attached is a "Notice of Claim", dated January 12, 1962, with invoices in the amount of $20,566.22, received from Concrete Conduit Division of Martin Marietta Corporation, for various materials furnished to Blaisdell & Stone.

This appears to be in connection with the Blaisdell & Stone Contract No. 5747, for grading on the Briggs Camp-Bear Creek Road Section of the North Umpqua Road in Douglas County.

Please acknowledge receipt of this claim on the enclosed copy of this letter.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM.

C WH:jmc

NOTED ON CARD
dc

NOTICE OF CLAIM

TO: C. H. Maison, Auditor of the State of Highway Commission
State Highway Building
Salem, Oregon

Notice is hereby given that Concrete Conduit Division of Martin Marietta Corporation, formerly; Concrete Conduit Company, Division of American-Marietta Company has a claim for materials; namely:

various materials per enclosed copies
of invoices and statements

furnished by it to Blaisdell & Stone, prime contractor, said claim being in the sum of Twenty Thousand Five Hundred Sixty-Six and 22/100 Dollars ($20,566.22) for the Oregon State Highway Job. No. 5747, Douglas County, Briggs Camp, Bear Creek Section of North Umpqua Road.

The above materials were furnished to the said Blaisdell & Stone for the above described work, and the above sum is due and unpaid.

The above described work was accepted not more than six months prior to the date of this notice.

Date this 12th day of January, 1962.

CONCRETE CONDUIT COMPANY
CONSTRUCTION MATERIALS DIVISION
MARTIN MARIETTA CORPORATION

By Ray Townse

Note on card

RECEIVED
JAN 18 1962
FOR FILING

COMMISSIONERS
M. K. MCIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

5747

January 16, 1962

Hon. Howell Appling, Jr.
Secretary of State
122 State Capitol
Salem, Oregon

Attention: George Stephens

Gentlemen:

Attached is a "Notice of Claim", dated January 12, 1962, with invoices in the amount of $20,566.22, received from Concrete Conduit Division of Martin Marietta Corporation, for various materials furnished to Blaisdell & Stone.

This appears to be in connection with the Blaisdell & Stone Contract No. 5747, for grading on the Briggs Camp-Bear Creek Road Section of the North Umpqua Road in Douglas County.

Please acknowledge receipt of this claim on the enclosed copy of this letter.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM.

C WH:jmc

File # 3907

FILED
JAN 17 1962
HOWELL APPLING, JR.
SECRETARY OF STATE

RECEIVED
JAN 17 1962
HOWELL APPLING, JR.
SECRETARY OF STATE

RECEIVED
JAN 18 1962
OREGON
STATE HIGHWAY COMMISSION

NOTED ON CARD

RECEIVED
JAN 17 1962
FOR FILING

5747

January 16, 1962

Concrete Conduit Division of
American-Marietta Company
3841 N. Columbia Boulevard
Portland 17, Oregon

Gentlemen:

This is to acknowledge receipt of your "Notice of Claim", dated January 12, 1962, and attached invoices in the amount of $20,566.22, for various materials furnished to Blaisdell & Stone. Your claim states that this in reference to the Blaisdell & Stone Contract No. 5747, for grading the Briggs Camp-Bear Creek Road Section of the North Umpqua Road in Douglas County.

The United Pacific Insurance Company, through Mansfield & Company, 1975 S. W. 5th Avenue, Portland 1, furnished the performance bond which is given to assure completion of the contract and payment of all bills incurred in it.

So there will be no misinterpretation of the law, we are forwarding your claim to the Secretary of State for filing. In the meantime this information will be noted in our records and we will advise the surety and the contractor of the receipt of your claim.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM.

CWH:jmc

NOTED ON CARD

RECEIVED
JAN 31 1962
FOR FILING

210-1070

5747

MAUTZ, SOUTHER, SPAULDING, KINSEY & WILLIAMSON
ATTORNEYS AT LAW
BOARD OF TRADE BUILDING
PORTLAND 4, OREGON

TELEPHONE
CAPITOL 2-9981

ROBERT MAUTZ
CALVIN . SOUTHER
BRUCE SPAULDING
WILLIAM . KINSEY
WAYNE A.
JOHN L. SCHWABE
RAYMOND P. UNDERWOOD
GORDON MOORE
KENNETH E. ROBERTS
FORREST W. SIMMONS
JAMES E. O'HANLON
DOUGLAS
JAMES MOORE
A. ALLAN FRANZKE
JAMES H. BRUCE
ROLAND F. BANKS, JR.
GINO G. PIERETTI, JR.
DOUGLAS J. WHITE, JR.
JOHN B. SOUTHER

January 16, 1962

Mr. Jack L. Sollis
Staff Attorney
State of Oregon Highway Department
Salem, Oregon

Re: Blaisdell & Stone
Contract No. 5747

Dear Mr. Sollis:

In response to your letter of January 4, we are enclosing a proposed form of hold harmless agreement. Please let us know if this meets with your approval. We are most anxious to complete this transaction as soon as possible.

Very truly yours,

Douglas M. Thompson

Douglas M. Thompson

DMT:bn
Enclosure

[illegible]

8-22-61

109.52

RECEIVED
JAN 8 1962
FOR FILING

files

COMMISSIONERS
M. R. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

5747

January 4, 1962

Mauts, Souther, Spaulding,
Kinsey & Williamson
Attorneys at Law
Board of Trade Building
Portland 4, Oregon

Attention: Mr. Douglas M. Thompson

Re: Blaisdell & Stone
Contract No. 5747

Dear Mr. Thompson:

In reply to your letter of December 29, 1961, please be advised that if you will furnish us with a draft of an indemnity agreement, we will consider this matter further.

Sincerely yours,

L. I. LINDAS
Chief Counsel

By

JACK L. SOLLIS
Staff Attorney

JLS:ch
cc: Floyd Query

NOTE
LOYD QUE

RECEIVED
JAN 5 1962

~~FOR FILING~~

5747

January 4, 1962

Mr. Morris J. Galen
Attorney at Law
Public Service Building
Portland 4, Oregon

Dear Sir:

This is to acknowledge your letter of December 21, 1961, addressed to Mr. Dean Swift, Division Engineer, Bend, in regard to the Blaisdell & Stone Contract No. 5747. As requested, we are giving a complete description of this contract, as follows:

Contract No. 5747 - Grading the Briggs Camp-Bear Creek Road Section of the North Umpqua Road in Douglas County.
Amount of contract and bond - $224,778.00.
Surety - United Pacific Insurance Co., through the agent, Mansfield & Co., 1975 S. W. 5th Ave., Portland 1, Oregon.
Contract completed July 31, 1961, and accepted by the State Highway Commission September 15, 1961.

You are no doubt familiar with the procedure in filing of claims. However, for your ready reference, we are attaching excerpts from the Oregon Laws outlining this procedure.

Yours very truly,

Secretary
OREGON STATE HIGHWAY COMMISSION

Enc.

CC:
Mr. Dean Swift
Division Engineer
Bend, Oregon

NOTED ON CARD
&C

Mr. L. W. Rulien
Asst. Division Engineer
Roseburg, Oregon

CWH:fp

FORM E 30 50M 6-61 36681

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Roseburg, Oregon
December 28, 1961

SUBJECT: Briggs Camp-Bear Creek Road
Contract 5747

To: Floyd Query
Secretary to Commission
Salem, Oregon

Attached hereto is a letter from Morris J. Galen, Attorney at Law, who is requesting certain information concerning the subject contract which was completed by Blaisdell and Stone. Apparently the contractor who did this job is in financial difficulty and the attorney is seeking information with which to bill his bonding company.

Would you please furnish the desired information to the attorney.

L. W. Rulien
Ass't Division Engineer

LWR:lf
Attach.

Geo, please reply
cc's to Swift & Rulien.

RECEIVED
DEC 29 1961
OREGON
STATE HIGHWAY COMMISSION

NOTED
C. W. HEAD

MORRIS J. GALEN
ATTORNEY AT LAW
PUBLIC SERVICE BUILDING
PORTLAND 4, OREGON
CAPITOL 7-5469

December 21, 1961

RECEIVED
DEC 27 1961
OFFICE OF
DIVISION ENGINEER
BEND, OREGON

Mr. Dean Swift
Division Engineer
Oregon State Highway Department
Bend, Oregon

Dear Sir:

I am writing to you on behalf of a client, which is a creditor of Blaisdell and Stone having rented equipment for the performance by them of the Briggs Camp-Bear Creek Road, Contract No. 5747. Will you kindly furnish me with the information concerning the date on which the contract was completed and accepted by the State Highway Department and such other information as may be helpful in preparing a claim against the bonding company.

Yours very truly,

Morris J. Galen

MORRIS J. GALEN

MJG:dw

Roseburg Division
Received
DEC 28 1961
Noted DE ADE ADE DOE
Assign ______ For ______
Reply ______ Action ______

NOTED G. W MARTIN

RECEIVED
JAN 31 1962
FOR FILING

RECEIVED

210-1070

5747

MAUTZ, SOUTHER, SPAULDING, KINSEY & WILLIAMSON
ATTORNEYS AT LAW
BOARD OF TRADE BUILDING
PORTLAND 4, OREGON

TELEPHONE
CAPITOL 2-9981

ROBERT T. MAUTZ
CALVIN R. SOUTHER
BRUCE SPAULDING
WILLIAM H. KINSEY
WAYNE A. WILLIAMSON
JOHN L. SCHWABE
RAYMOND P. U[illegible]
GORDON MOORE
KENNETH E. ROBERTS
FORREST W. SIMMONS
JAMES B. O'HA[illegible]ON
DOUGLAS M. T[illegible]
JAMES R. MOORE
A. ALLAN FRANZKE
JAMES H. BRUCE
ROLAND F. BANKS, JR.
GINO G. PIERETTI, JR.
DOUGLAS J. WHITE, JR.
JOHN B. SOUTHER

December 29, 1961

Mr. Jack Sollis,
Staff Attorney,
State of Oregon Highway Department,
Salem, Oregon.

Re: Blaisdell & Stone Contract No. 5747

Dear Mr. Sollis:

We are in receipt of a copy of your letter of December 21, 1961, to the attorney for Shirley Stone.

Since the State of Oregon is taking the position that they will hold the money until an agreement is arrived at between the parties, in order to avoid making any move at the peril of the state, United Pacific Insurance Company is willing to furnish the state with an indemnity agreement holding the state harmless from any perils which might result from payment to United Pacific, as surety, of the remaining funds due under this particular job.

We are making this offer as we see no hope at this time of an agreement with Mr. Wyse, the attorney for Shirley Stone, and we wish to avoid the expense of litigation at this time. We know you would like to clear your file on this particular matter and we feel that a hold harmless agreement from United Pacific is about as much protection as you could get.

Please let us know if this proposal is acceptable.

Very truly yours,

Douglas M. Thompson

Douglas M. Thompson

DMT AML
cc Mr. Reinhard, United Pac.
Portland, Ore.
Mr. Bill Cowan, United Pac.
Tacoma, Wash.

RECEIVED
DEC 22 1961

FOR FILING

[illegible]

5747

December 22, 1961

United Pacific Insurance Company
P. O. Box 1216
Tacoma 1, Washington

Attention: W. T. Atkins
Claim Department

Dear Mr. Atkins:

This is in reply to your letter of December 19 concerning the Blaisdell and Stone Contract No. 5747, grading, Briggs Camp-Bear Creek Road Section on the North Umpqua Road in Douglas County.

This project was completed July 31 and accepted by the Highway Commission on September 15, 1961.

As requested, we are attaching a photocopy of Estimate No. 10, semi-final payment, in the amount of $7,514.44, covering this contract.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

Attach.
cc: CWH:mg

Home Office • 728 St. Helens Avenue • Box 1216 • Tacoma 1, Washington

United Pacific Insurance Company
United Pacific Life Insurance Company
Cascade Insurance Company

December 19, 1961

State Highway Department
Salem
Oregon

Mr. Floyd Query

Dear Mr. Query:

60-35233, Blaisdell and Stone -
To - State of Oregon
(Briggs Camp-Bear Creek Road
Contract No. 5747)

We would appreciate your advising us the date that your records show this contract to have been completed.

It would be helpful, too, if you could furnish us with a copy of the last estimate which has been approved by your office. According to the letter in our file from you dated November 28, this will be the semi-final estimate.

Yours very truly,

UNITED PACIFIC INSURANCE COMPANY

W. T. Atkins
Claim Department

WTA:cb

Cec, please reply
FQ

Completed July 31, 1961
Accepted Sept. 15, 1961

RECEIVED
DEC 21 1961
OREGON
STATE HIGHWAY COMMISSION

NOTED
C. W. HEAD

RECEIVED
FORM E-123-X SOM 11-61
DEC 26 1961
FOR FILING

5747

Dorothy -
please note on
card -
C.H.

COMMISSIONERS
M. K. MCIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

December 21, 1961

Hart, Rockwood, Davies, Biggs and Strayer
1410 Yeon Building
Portland 4, Oregon

Re: Blaisdell & Stone
Contract No. 5747

Attention: William W. Wyse

Dear Mr. Wyse:

Reference is made to your letter of December 1, 1961, to Mr. Floyd Query, Secretary of the Oregon State Highway Commission.

The final payment is being held by the Accounting Department. No objection should be raised by your clients, because you have so requested us to do so in your letter of December 1, 1961, and it appears that United Pacific Insurance Company should not be overly concerned so long as the money is retained by us for determination of legal rights.

The Highway Department will not make any move at its peril. When the two parties claiming this final payment come to an agreement as to whom the payment shall be made, we shall be most happy to forward the payment.

Sincerely yours,

[illegible]
Chief Counsel

By
[illegible]
Staff Attorney

JLS:vlp

cc: Mautz, Souther, Spaulding,
Kinsey & Williamson
Attorneys at Law
Board of Trade Building
Portland 4, Oregon

Floyd Query

NOTED ON CARD
dc

NOTED
FLOYD QUERY

RECEIVED
DEC 20 1961
FOR FILING

5747

December 20, 1961

United Pacific Insurance Co.,
Fidelity & Surety Department
P. O. Box 1216
Tacoma 1, Washington

Gentlemen:

State Highway contract #5747 for grading the Briggs Camp-Bear Creek Road Section of the North Umpqua Road in Douglas County was completed by the contractor, Blaisdell & Stone, on July 31, 1961, and was formally accepted by the Highway Commission on September 15, 1961.

Final payment in the amount of $6,416.99 is being held in this office until we have legal advice as to what disposition be made of contract payments. The total contract amount is $232,742.36, of which amount $5,580.43 represents force account items.

You have been previously notified that claims have been filed against this contract.

This notice is sent as your company appears as surety on the performance bond furnished by the contractor on this project.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: Blaisdell & Stone
2351 SW Country Club Road
Oswego
Oregon

Jack Sollis

RECEIVED
DEC 5 - 1961
FOR FILING

5747

D Cook

December 4, 196

Hart, Rockwood, Davies, Biggs and Strayer
Law Office
1410 Yeon Building
Portland 4, Oregon

Attention: Mr. William W. Wyse

Gentlemen:

In your letter of December 1 you request that semi-final payment on Contract No. 5747, awarded to Blaisdell and Stone, for work on the Briggs Camp-Bear Creek Road Section of the North Umpqua Road in Douglas County, not be mailed to United Pacific Insurance Company in Tacoma until a dispute between the contractor, Blaisdell and Stone, and the United Pacific Insurance Company is resolved.

In order to assure the rights of both the contractor and the surety in this matter, we believe that this payment and future payments on this contract should be held in this office until we have been advised by proper authority as to what disposition should be made of the contract payments. The Auditor is being requested to withhold payments on this contract until the legal angles have been resolved.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM.

F:jmc
cc: Blaisdell & Stone
2351 S. W. Country Club Road
Oswego, Oregon

United Pacific Insurance Company
Fidelity & Surety Dept.
P. O. Box 1216
Tacoma 1, Washington

Mansfield & Company
1975 S. W. 5th Avenue
Portland 1, Oregon

L. I. Lindas
C. H. Maison (2)

NOTED ON CARD
dc

HART, ROCKWOOD, DAVIES, BIGGS AND STRAYER
(CAREY AND KERR)
LAW OFFICES
1410 YEON BUILDING, PORTLAND 4, OREGON
CAPITOL 8-8545 CABLE ADDRESS: HARTPORT

CHARLES A. HART
OMAR C. SPENCER
FLETCHER ROCKWOOD
DAVID L. DAVIES
HUGH L. BIGGS
MANLEY B. STRAYER
THOMAS B. STOEL
PAUL L. BOLEY
JAMES P. ROGERS
RICHARD DEVERS
FREDERICK H. TORP
GEORGE H. FRASER
WILLIAM W. WYSE
JOHN R. HAY
CLEVELAND C. CORY
CLARENCE R. WICKS
DON H. MARMADUKE
ROBERT H. HUNTINGTON
DAVID G. HAYHURST

JOHN E. HUISMAN

GARRY R. BULLARD
DANIEL H. COLEMAN
THOMAS P. DEERING
EDWARD L. EPSTEIN
RICHARD A. FRANZKE
DONALD PAUL HODEL
CHARLES J. McMURCHIE
RONALD L. ORLOFF
MILO E. ORMSETH
MICHAEL PERTSCHUK
CAMPBELL RICHARDSON
ROBERT L RIDGLEY

December 1, 1961

Mr. Floyd Query, Secretary,
Oregon State Highway Commission,
State of Oregon,
Salem, Oregon.

Dear Sir:

Mr. Shirley G. Stone has handed to us a copy of your letter of November 28, 1961, to United Pacific Insurance Company concerning the semi-final payment to Blaisdell & Stone on Contract No. 5747 for grading on the Briggs Camp-Bear Creek Section of the North Umpqua Road in Douglas County. On behalf of Blaisdell & Stone we demand that this check not be mailed to United Pacific Insurance Company, but that it either be mailed to us for the account of Blaisdell & Stone or that the moneys be retained until a dispute between Blaisdell & Stone and United Pacific Insurance Company is resolved.

For your information, Blaisdell & Stone at one time authorized checks to be sent to United Pacific Insurance Company for its account and to be endorsed by United Pacific Insurance Company on behalf of the joint venture. This agreement has been revoked by Blaisdell & Stone on account of the refusal of United Pacific Insurance Company to use funds coming into its possession to pay any United States taxes owed by Blaisdell & Stone on account of its payroll accounts. Blaisdell & Stone deem payment of these taxes a first obligation, and the refusal of United Pacific Insurance Company to use funds coming into its possession to pay such taxes improper and unlawful. If this check is sent to us, Blaisdell & Stone will use the proceeds to pay the United States taxes due and will then turn over the balance to United Pacific Insurance Company for payment of other obligations owed by Blaisdell & Stone.

May we reiterate that in no circumstances are you to send any check for any obligations due Blaisdell & Stone to United Pacific Insurance Company and, further, United Pacific Insurance Company shall have no authority to endorse any such checks.

Yours very truly,

William W. Wyse

cc: Mr. Shirley G. Stone
Mr. Loren H. Russell
Mr. Douglas Thompson

RECEIVED
DEC 4 1961
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
DEC 7 1961
FOR FILING

210-1070

5747

MAUTZ, SOUTHER, SPAULDING, KINSEY & WILLIAMSON
ATTORNEYS AT LAW
BOARD OF TRADE BUILDING
PORTLAND 4, OREGON

TELEPHONE
CAPITOL 2-9981

ROBERT T. MAUTZ
CALVIN N. SOUTHER
BRUCE SPAULDING
WILLIAM H. KINSEY
WAYNE A. WILLIAMSON
JOHN L. SCHWABE
RAYMOND P. UNDERWOOD
GORDON MOORE
KENNETH E. ROBERTS
FORREST W. SIMMONS
JAMES B. O'HANLON
DOUGLAS M. THOMPSON
JAMES R. MOORE
A. ALLAN FRANZKE
JAMES H. BRUCE
ROLAND F. BANKS, JR.
GINO G. PIERETTI, JR.
DOUGLAS J. WHITE, JR.
JOHN B. SOUTHER

December 4, 1961

Mr. Floyd Query, Secretary,
Oregon State Highway Commission
State of Oregon
Salem, Oregon

Re: United Pacific Insurance Company -
Blaisdell & Stone - Contract No. 5747

Dear Sir:

We are in receipt of a copy of the letter of December 1, 1961, to you from William W. Wyse, attorney for Shirley G. Stone.

On behalf of United Pacific Insurance Company, we hereby demand that the check in question evidently referred to in your letter of November 28, 1961 to United Pacific, be mailed to United Pacific.

For your information, the attempted revocation by Blaisdell & Stone of the agreement with United Pacific was highly improper and has no foundation in law or fact. Mr. Wyse has cited to us no authority whatsoever, other than his conclusion, that United Pacific Insurance Company is obligated to use the funds for payment of United States taxes.

Blaisdell & Stone executed an agreement with United Pacific for due consideration, which agreement is still in full force and effect, providing that the check from the State would be sent to United Pacific. We insist that this agreement be complied with and we are sure that you will accommodate us by mailing the check in question directly to United Pacific Insurance Company.

Very truly yours,

Douglas M. Thompson

Douglas M. Thompson

DMT:J

cc: William W. Wyse
Henry Raints
Dave Reinhard
Loren H. Russell

Copy to Leo Nuttman 12-7-61
FK

RECEIVED
DEC 6 1961
OREGON
STATE HIGHWAY COMMISSION

NOTED
FLOYD QUERY

RECEIVED
V 28 1961
FOR FILING

[illegible]

5747

November 28, 1961

United Pacific Insurance Company
Fidelity & Surety Department
P. O. Box 1216
Tacoma 1, Washington

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to Blaisdell & Stone on Contract No. 5747, for grading on the Briggs Camp-Bear Creek Section of the North Umpqua Road in Douglas County.

This payment, in the amount of $7,514.44, will be released and mailed to the contractor in care of the United Pacific Insurance Company, 728 St. Helens Avenue, Tacoma 1, Washington, attention of Henry F. Reints, on or after December 5, 1961. The retained percentage is $6,827.16.

You have been previously notified that claims have been filed against this contract.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM.

jmc

cc: Blaisdell & Stone
2351 S. W. Country Club Road
Oswego, Oregon

Form E-1—(Rev.)—

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending 11-17, 1961

Section Briggs Camp - Bear Cr. Rd.

Kind of work Grading

Highway No. Umpqua Rd. County Douglas

Section prefix 210-1070-900

Contractor Blaisdell & Stone

Contract number 5747

Date of contract July 8, 1960

Specified work days 120

Date work started July 18, 1960

Work days used 116

Project authorization $254,900.25

Exclusive of engineering $236,774.01

Per cent of time elapsed 97 %

Estimated cost of completed project, exclusive of engineering $234,952.35

Estimated per cent overrun or underrun 0.2 %

Per cent of contract completed, based on estimated cost 100 %

Engineering authorization $18,126.24

Engineering cost to date $19,500, %

Date project was completed July 31, 1961

ESTIMATED PER CENT COMPLETE

CLEARING	DRAINAGE	GRADING	STRUCTURES	BASE	OIL AND/OR PAVE.	MAT'L PROD.
100%	100%	100%	---	---	---	---

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, etc.:

Semi-final was completed and submitted to Division office 11-13-61.

This will be the last weekly report for this project.

NOTED

[illegible] VISION
RECEIVED
NOV 21 1961
NOTED— B

Signed R. W. Mursell

Address P. O. Box 1128, Roseburg

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities (contract)					
Total quantities corrected to date					
Estimated quantities moved or placed to date					
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Men

Supervision

Men and trucks under 3 tons

Men and trucks over 3 tons

Men and tractors

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Compaction rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

Hart, Rockwood, Davies, Biggs and Strayer
Attorneys at Law
1410 Yeon Building
Portland 4, Oregon

RECEIVED
NOV 21 1961
FOR FILING

5747

November 13, 1961

United Pacific Insurance Company,
728 St. Helens Avenue,
Tacoma 1, Washington.

Attention Mr. Henry F. Heintz, Claims Department

Gentlemen:

Please refer to that certain power of attorney given to you by George E. Blaisdell & Son Construction Co. and Shirley G. Stone Co., a joint venture known as Blaisdell and Stone, with principal office at 2351 S. W. Country Club Road, Oswego, Oregon, in which the signators granted you authority to endorse and cash any checks, drafts, warrants or other payments received from the State of Oregon or other sources, in connection with or arising out of a contract for construction of highway roadbed on Briggs Camp-Bear Creek in Douglas County, Oregon, Contract No. 5747.

The signators to said power of attorney have instructed me to advise you that the authority given to you thereunder is hereby revoked.

This action is taken because of your refusal to use funds in your possession to satisfy the obligations of the joint venture for state and federal taxes. You are instructed to forthwith either pay all state and federal taxes now due from funds in your possession, or in the alternative to return all such funds to us.

7-17-61 [illegible]

Yours very truly,

WILLIAM W. WYSE

NOTED
FLOYD QUERY

RECEIVED
NOV 1[illegible] 1961
OREGON
STATE HIGHWAY COMMISSION

cc: Mr. Loren Russell
Mr. Shirley G. Stone
Mr. Donn L. Black
Mr. Douglas M. Th[illegible]
Oregon State Highway Commission

COPY

9

RECEIVED
NOV 14 1961
FOR FILING
210-1070

5747

November 10, 1961

United Pacific Insurance Company
P. O. Box 1216
Tacoma, Washington

Attention: W. T. Atkins

Gentlemen:

Attached is a copy of a claim in the amount of $1,551.50 which has been filed with the Secretary of State by George E. Corliss, subcontractor, for furnishing and hauling of water to Blaisdell & Stone.

This appears to be in connection with the Blaisdell & Stone Contract No. 5747 for grading the Briggs Camp-Bear Creek Road Section on the North Umpqua Road in Douglas County.

We provide this information as your company appears as surety on the performance bond furnished with this contract.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

CWH:jh
cc: Mansfield & Company
1975 SW 5th Avenue
Portland 1, Oregon

Blaisdell & Stone
2201 SW Country Club Road
Oswego, Oregon

M. K. McIver
G. L. Jackson
W. C. Williams
Forrest Cooper

NOTED ON CARD
dc

STATE OF OREGON
DEPARTMENT OF STATE
SALEM 10

HOWELL APPLING, JR.
Secretary of State

November 8, 1961

Mr. Floyd Query, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We have received from George H. Brewster, c/o Cunning, Brewster & Copenhaver, Attorneys at Law, Redmond, Oregon, a notice of claim by George E. Corliss for furnishing and hauling water in the amount of $1,551.00 with Blaisdell & Stone, who are grading the Briggs Camp-Bear Creek Road section of North Umpqua Highway in Douglas County and a performance bond was furnished by United Pacific Insurance Company. State Highway Contract No. 5747.

We are enclosing three copies of the claim for your information and files.

Kindly acknowledge receipt of the copies on the enclosed carbon copy.

Sincerely,

HOWELL APPLING, JR.
Secretary of State

By
Public Records Section

GS:FK
Enc.

NOTED
C. W. HEAD

RECEIVED
NOV 10 1961
OREGON
STATE HIGHWAY COMMISSION

LAW OFFICES OF
CUNNING, BREWSTER & COPENHAVER
TELEPHONE: REDMOND LI 8-2151
REDMOND, OREGON

MAX A. CUNNING
GEORGE H. BREWSTER
JOHN M. COPENHAVER
JOSEPH LARKIN

November 7, 1961

Mr. Howell Appling
Secretary of State
Salem, Oregon

Mr. Floyd Query, Sec.
Oregon State Highway Commission
Salem, Oregon

United Pacific Insurance Company
1975 Board of Trade Bldg.
Portland, Oregon

Re: Blaisdell & Stone
State Highway Department Contract #3747 ✓

Gentlemen:

I herewith enclose a notice I am sending to the Secretary of State, to the Secretary of the State Highway Commission, and to United Pacific Insurance Company concerning an account that has been due my client, Mr. George E. Corliss, since last July.

This notice is being mailed subject to the provisions of ORS Chap. 279, Section 526, and following sections.

Mr. Corliss would like his money. I hope the bonding company will pay the bill and avoid the necessity of an action.

Very truly yours,

Geo Brewster
George H. Brewster

GHB:lf

Enclosure - 1

NOTED
C. W. HEAD

RECEIVED
NOV 8 1961
OREGON
STATE HIGHWAY COMMISSION

NOTICE

TO HOWELL APPLING, Secretary of State of the State of Oregon; Salem, Oregon;
FLOYD QUERY, Secretary, Oregon State Highway Commission; Salem, Oregon;
UNITED PACIFIC INSURANCE COMPANY, ~~c/o Mansfield & Co.~~, 1975 Board of Trade Building, Portland, Oregon; and

BLAISDELL & STONE, Oswego, Oregon:

NOTICE IS HEREBY GIVEN That the undersigned, GEORGE E. CORLISS, has a claim for furnishing and hauling water as per the attached statement, in the amount of ONE THOUSAND FIVE HUNDRED FIFTY-ONE ($1,551.00) DOLLARS, with interest thereon at six (6%) per cent per annum from July 25, 1961, until paid. That the aforesaid work and labor in hauling water was performed by George E. Corliss with his equipment on State Highway Department Contract No. 5747 with Blaisdell & Stone, who are grading the Briggs Camp - Bear Creek Road section of North Umpqua Highway in Douglas County, and a performance bond was furnished by United Pacific Insurance Company.

DATED This 6 day of November, 1961.

George E Corliss
George E. Corliss

STATE OF OREGON)
: ss.
County of Deschutes)

BE IT REMEMBERED That on this 6 day of November, 1961, before me appeared the within named George E. Corliss, who acknowledged to me that he signed the foregoing Notice of Claim and swore that he had performed the work, and that the amount set forth in the claim was justly due, over and above all offsets and counterclaims.

IN TESTIMONY WHEREOF, I have hereunto set my hand and notarial seal the day and year in this, my certificate, written.

Notary Public for Oregon
My Commission expires June 13, 1965

In Account With

GEORGE E. CORLISS
Route 2, Box 322
Bend, Oregon

TO BLAISDELL & STONE
LAKE OSWEGO
OREGON

July 25, 1961 - State Highway Dept. Contract #5747

Briggs Camp - Bear Creek Road, North Umpqua Highway, Douglas County, Oregon:

Hauling and distributing water $1,551.00

June 26, 1961 - 64 M. gal. As per tickets
June 27, 1961 - 64 M. gal.
June 28, 1961 - 60 M. gal.
June 29, 1961 - 90 M. gal.
June 30, 1961 - 57 M. gal.

July 10, 1961 - 72 M. gal.
July 11, 1961 - 60 M. gal.
and 45 M. gal.
July 12, 1961 - 9 M. Gal.
July 13, 1961 - 72 M. gal.
July 14, 1961 - 90 M. gal.
July 15, 1961 - 84 M. gal.
July 16, 1961 - 54 M. gal.
July 17, 1961 - 66 M. gal.
July 18, 1961 - 60 M. gal.
" " " and 63 M. gal.
July 25, 1961 - 24 M. gal.

Total 1,034 M. gals. @$1.50 per M. G.

NOTICE

TO HOWELL APPLING, Secretary of State of the State of Oregon; Salem, Oregon;

FLOYD QUERY, Secretary, Oregon State Highway Commission; Salem, Oregon;

UNITED PACIFIC INSURANCE COMPANY, c~~/o Mansfield~~ & ~~Co., 1075~~ Board of Trade Building, Portland, Oregon; and

BLAISDELL & STONE, Oswego, Oregon:

NOTICE IS HEREBY GIVEN That the undersigned, GEORGE E. CORLISS, has a claim for furnishing and hauling water as per the attached statement, in the amount of ONE THOUSAND FIVE HUNDRED FIFTY-ONE ($1,551.00) DOLLARS, with interest thereon at six (6%) per cent per annum from July 25, 1961, until paid. That the aforesaid work and labor in hauling water was performed by George E. Corliss with his equipment on State Highway Department Contract No. 5747 with Blaisdell & Stone, who are grading the Briggs Camp - Bear Creek Road section of North Umpqua Highway in Douglas County, and a performance bond was furnished by United Pacific Insurance Company.

DATED This 6 day of November, 1961.

~~Geo E.~~ George E Corliss
George E. Corliss

STATE OF OREGON)
: ss.
County of Deschutes)

BE IT REMEMBERED That on this 6 day of November, 1961, before me appeared the within named George E. Corliss, who acknowledged to me that he signed the foregoing Notice of Claim and swore that he had performed the work, and that the amount set forth in the claim was justly due, over and above all offsets and counterclaims.

IN TESTIMONY WHEREOF, I have hereunto set my hand and notarial seal the day and year in this, my certificate, written.

File #3877

Notary Public for Oregon
My Commission expires June 13, 1965

FILED
NOV 8 - 1961
HOWELL APPLING, JR.
SECRETARY OF STATE

RECEIVED
NOV - 8 1961
HOWELL APPLING, JR.
SECRETARY OF STATE

RECEIVED
OCT 25 1961
FOR FILING

5747

October 24, 1961

United Pacific Insurance Company
P. O. Box 1216
Tacoma, Wn.

Attention: Mr. W. T. Atkins

Gentlemen:

Attached is a copy of a claim in the amount of $7,000.00 which was filed with the Secretary of State on October 18, 1961, by R. A. Briggs & Sons for clearing and grubbing on the Blaisdell & Stone Contract No. 5747.

This appears to be in connection with our contract No. 5747 with Blaisdell & Stone for grading the Briggs Camp-Bear Creek Road Section of the North Umpqua Road in Douglas County.

This claim appears to be identical to the one which R. A. Briggs & Sons filed with the Secretary of State on July 24, 1961.

We provide this information as your company appears as surety on the performance bond furnished with this contract.

Yours very truly,

Secretary
OREGON STATE HIGHWAY COMMISSION

Enc.
CC:
Mansfield & Co.
1975 S. W. 5th Ave.
Portland 1, Oregon

NOTED ON CARD

Blaisdell & Stone
2351 S. W. Country Club Road
Oswego, Oregon

Commissioners
Mr. W. C. Williams
Mr. Forrest Cooper

CWH:fp

STATE OF OREGON
DEPARTMENT OF STATE
SALEM, OREGON

HOWELL APPLING, JR.
SECRETARY OF STATE

October 18, 1961

Mr. Floyd Query, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We have received from R. A. Briggs & Sons Logging, 497 S. E. Ramp Road, Roseburg, Oregon and filed as of this date, a notice of claim by sam for a subcontract of the Briggs Camp-Bear Cr. Rd. Sec. No. Umpqua Rd. Contract 5747 for clearing and grubbing in the sum of $7,000.00 against the bond taken from Blaisdell & Stone, principal and United Pacific Insurance Co., surety for the work of grading. State Highway Contract N . 5747.

We are enclosing three copies of the claim for your information and files.

Kindly acknowledge receipt of the copies on the enclosed carbon copy.

Sincerely,

HOWELL APPLING, JR.
Secretary of State
By
Public Records Section

GS:FK
Enc.

Cc, please handle
F.Q.

RECEIVED
OCT 24 1961
OREGON
STATE HIGHWAY COMMISSION

NOTED
C. W. HEAD

NOTED
FLOYD QUERY

R. A. Briggs & Sons LOGGING

497 S. E. Ramp Road
ROSEBURG, OREGON

NOTICE OF CLAIM

TO: State Highway Commission
Salem, Oregon

Notice is hereby given that the undersigned R. A. Briggs & Sons, a co-partnership composed of R. A. Briggs, James A. Briggs, Bruce A. Briggs and Gary C. Briggs, has a claim for a subcontract of the Briggs Camp - Bear Cr. Rd. Sec. No. Umpqua Rd. Contract 5747 for clearing and grubbing in the sum of $7,000.00 against the bond taken from Blaisdell & Stone as principal and United Pacific Insurance Co. as surety for the work of grading the Briggs Camp - Bear Cr. Rd. Sec. of No. Umpqua Rd., Douglas County, Oregon, State Highway Contract 5747.

R. A. BRIGGS & SONS

By: R A Briggs
Partner

File # 3874

FILED
OCT 18 1961
HOWELL APPLING, JR.
SECRETARY OF STATE

RECEIVED
OCT 18 1961
HOWELL APPLING, JR.
SECRETARY OF STATE

RECEIVED
OCT 23 1961
FOR FILING

[illegible]-1670

5747

R. A. Briggs and Sons

LOGGING

Telephone OR 2-2871
497 S. E. Ramp Road
Roseburg, Oregon

October 20, 1961

State Of Oregon
State Highway Department
Salem, Oregon

NOTED
FLOYD QUERY

Attention: Mr. Floyd Query

#5747

Gentlemen:

This is Achnowledgement of your letter dated October 18, 1961, in regards to the Notice of Claim that we recently sent to you.

This is to advise that this is a duplication of the statement mailed to you in July.

Yours very truly,

RA BRIGGS & SONS
By Floyd E. [illegible]

Cle, for your info.
76

NOTED ON CARD

NOTED
C. W. HEAD

RECEIVED
OCT 23 1961
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
OCT 20 1961
FOR FILING

5747

October 18, 1961

R. A. Briggs & Sons
497 S. E. Ramp Road
Roseburg, Oregon

Attention: Mr. R. A. Briggs

Gentlemen:

This is to acknowledge receipt of your Notice of Claim in the amount of $7,000.00 for clearing and grubbing for subcontract work in connection with the Blaisdell & Stone Contract No. 5747.

Our records indicate that we received a letter from you, dated July 18, 1961, informing us that Blaisdell & Stone owed you $7,000.00 in connection with Contract No. 5747 for grading the Briggs Camp-Bear Creek Section in Douglas County. Your claim letter of July 18 was forwarded to the Secretary of State for filing. The claim was filed in his office on July 24 under File No. 3838.

Will you please inform us if your recent Notice of Claim is the same claim which was filed in July? If this is the case you might wish to contact the surety, The United Pacific Insurance Company, P. O. Box 1216, Tacoma, Wn., concerning payment of the claim.

If it is a new claim, please let us know and we will send it to the Secretary of State for filing, notifying the surety and the contractor that it has been received.

Yours very truly,

NOTED ON CARD

Secretary
OREGON STATE HIGHWAY COMMISSION

CWH:fp

NOTICE OF CLAIM

TO: State Highway Commission
Salem, Oregon

Notice is hereby given that the undersigned R. A. Briggs & Sons, a co-partnership composed of R. A. Briggs, James A. Briggs, Bruce A. Briggs and Gary C. Briggs, has a claim for a subcontract of the Briggs Camp - Bear Cr. Rd. Sec. No. Umpqua Rd. Contract 5747 for clearing and grubbing in the sum of $7,000.00 against the bond taken from Blaisdell & Stone as principal and United Pacific Insurance Co. as surety for the work of grading the Briggs Camp - Bear Cr. Rd. Sec. of No. Umpqua Rd., Douglas County, Oregon, State Highway Contract 5747.

R. A. BRIGGS & SONS

By: R A Briggs
Partner

Cie, please handle
DG

RECEIVED
OCT 18 1961
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
SEP 29 1961
FOR FILING

[illegible]

5747

September 28, 1961

Crater Lake Machinery Company
P. O. Box 31
Klamath Falls, Oregon

Attention: John F. Rose, Credit Manager

Dear Mr. Rose:

This is to acknowledge receipt of your claim letter dated September 27 in the amount of $4,612.24 for labor and tractor parts furnished to Blaisdell and Stone on State Highway Contract 5747. This appears to be the Blaisdell and Stone contract for grading the Briggs Camp-Bear Creek Road Section on the North Umpqua Road in Douglas County.

So that there may be no misinterpretation of the law we are forwarding your claim letter to the Secretary of State for filing. In the meantime this information will be noted in our records and we will advise the surety and the contractor that it has been received.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

CWH:rj

NOTED ON CARD
lc

RECEIVED
OCT 2 1961
FOR FILING

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

5747

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

September 28, 1961

Hon. Howell Appling, Jr.
Secretary of State
121 State Capitol
Salem, Oregon

Attention: Mr. George C. Stephens

Dear Mr. Appling:

Attached for filing is a claim letter dated September 27 in the amount of $4,612.24 received from Crater Lake Machinery Company, Klamath Falls, for labor and tractor parts furnished to Blaisdell and Stone, contractors.

This appears to be in connection with the Blaisdell and Stone Contract 5747 for grading the Briggs Camp-Bear Creek Road Section on the North Umpqua Road in Douglas County.

Please acknowledge receipt of this claim on the enclosed copy of this letter.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

Att:

File # 3864

FILED
SEP 29 1961
HOWELL APPLING, JR.
SECRETARY OF STATE

NOTED ON CARD
dc

RECEIVED
OCT 2 1961
OREGON
STATE HIGHWAY COMMISSION

September 28, 1961

Hon. Howell Appling, Jr.
Secretary of State
121 State Capitol
Salem, Oregon

Attention: Mr. George C. Stephens

Dear Mr. Appling:

Attached for filing is a claim letter dated September 27 in the amount of $4,612.24 received from Crater Lake Machinery Company, Klamath Falls, for labor and tractor parts furnished to Blaisdell and Stone, contractors.

This appears to be in connection with the Blaisdell and Stone Contract 5747 for grading the Briggs Camp-Bear Creek Road Section on the North Umpqua Road in Douglas County.

Please acknowledge receipt of this claim on the enclosed copy of this letter.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

Att:

CWH:rj

NOTED ON CARD
dc

RECEIVED
SEP 29 1961
FOR FILING

5747

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

NOTED
W. C. WILLIAMS

September 28, 1961

United Pacific Insurance Company
Fidelity and Surety Department
P. O. Box 1216
Tacoma 1, Washington

Attention: Mr. W. T. Atkins

Dear Mr. Atkins:

A claim letter dated September 27 has been received from Crater Lake Machinery Company, Klamath Falls, advising that Blaisdell and Stone owes them $4,612.24 for labor and tractor parts on State Highway Contract 5747.

This appears to be in connection with the Blaisdell and Stone contract for grading the Briggs Camp-Boer Creek Road Section on the North Umpqua Road in Douglas County.

This claim letter has been forwarded to the Secretary of State for filing. Attached is a copy of the claim. This information is provided as your company appears as surety on the performance bond furnished with this contract.

Very truly yours,

ORIGINAL SIGNED
FLOYD QUERY

Secretary
OREGON STATE HIGHWAY COMMISSION

Att.

CWM:rj

cc: Mansfield and Company
Blaisdell and Stone
M. K. McIver
Glenn L. Jackson
W. C. Williams
Forrest Cooper

RECEIVED
SEP 29 1961
OFFICE OF
STATE HIGHWAY ENGINEER

September 28, 1961

United Pacific Insurance Company
Fidelity and Surety Department
P. O. Box 1216
Tacoma 1, Washington

Attention: Mr. W. T. Atkins

Dear Mr. Atkins:

A claim letter dated September 27 has been received from Crater Lake Machinery Company, Klamath Falls, advising that Blaisdell and Stone owes them $4,612.34 for labor and tractor parts on State Highway Contract 5747.

This appears to be in connection with the Blaisdell and Stone contract for grading the Briggs Camp-Bear Creek Road Section on the North Umpqua Road in Douglas County.

This claim letter has been forwarded to the Secretary of State for filing. Attached is a copy of the claim. This information is provided as your company appears as surety on the performance bond furnished with this contract.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

Att.

CWM:rj

NOTED ON CARD
dc

cc: Mansfield and Company
Blaisdell and Stone
R. K. McIver
Glenn L. Jackson
W. C. Williams
Forrest Cooper

CRATER LAKE MACHINERY CO.
P. O. Box 31 - Klamath Falls, Oregon - TU 2-2544

September 27, 1961

State of Oregon
State Highway Department
Highway Department Building
Salem, Oregon

Gentlemen:

Re: Blaisdel & Stone, Briggs Camp - Bear Creek Road section on the North Umpqua Road in Douglas County, Grading Project. Contract No. 5747.

Notice is hereby given that the undersigned, Crater Lake Machinery Company, has a claim for labor and tractor parts in the sum of $4,612.24 incurred during the period August 3, 1960 and November 17, 1960, against a bond taken from United Pacific Insurance Co., 627 Board of Trade Building, Portland, Oregon, by Blaisdel & Stone, 2351 S.W. Country Club Road, Oswego, Oregon for the work on Briggs Camp - Bear Creek Road section on the North Umpqua Road in Douglas County, Grading Project. Contract No. 5747.

Very truly yours,

John F Rose
JOHN F ROSE
Credit Manager

cc to: Blaisdel & Stone
Un. Pac. Ins. Co.
File

RECEIVED
SEP 2 8 1961
OREGON
STATE HIGHWAY COMMISSION

[illegible] KLAMATH FALLS [illegible]

RECEIVED
SEP 18 1961
FOR FILING

5747

MAX A. CUNNING
GEO. H. BREWSTER
JOHN M. COPENHAVER
JOSEPH LARKIN

LAW OFFICES OF
CUNNING, BREWSTER & COPENHAVER
TELEPHONE: REDMOND LI 8-2151
REDMOND, OREGON

Files

September 15, 1961

Blaisdell & Stone
2351 S. W. Country Road
Lake Oswego, Oregon

Gentlemen:

On behalf of George E. Corliss, Bend, Oregon, I want to refer to his statement to you of August 10, 1961. I will enclose a photostatic copy of that statement.

Mrs. Corliss wrote me about the matter, and the State Highway Department advised that you had the contract No. 5747 for the grading of the Briggs Camp - Bear Creek Road Section of the North Umpqua Road in Douglas County. I am going to enclose a copy of the letter from the State Highway Department.

I am mailing a copy of this letter, together with a copy of the letter from the State of Oregon to United Pacific Insurance Company, and to Mansfield & Company, 1975 S. W. 5th Avenue, Portland 1, Oregon, through whom you obtained your bond.

I will prepare a notice of claim for Mr. Corliss and have it executed by him, and file it with the State Highway Commission and your bonding company. Mr. Corliss is very hard up, and would like his money.

NOTED
FLOYD QUERY

Very truly yours,

Geo Brewster

George H. Brewster

GHB:lf
Enclosures - 2
cc: State Highway Dept., Salem, Oregon
cc: United Pacific Insurance Co., Portland, Oregon
cc: Mansfield & Company, Portland 1, Oregon

COPY

RECEIVED
SEP 18 1961
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
SEP 14 1961
FOR FILING

5747

September 13, 1961

Cunning, Brewster & Copenhaver
Law Office
Redmond, Oregon

Attention: Mr. Geo. H. Brewster

Gentlemen:

In your letter of September 11 you inquire concerning a contract awarded to Blaisdell & Stone near Diamond Lake.

I have checked with the Bureau of Public Roads and they do not have any contract in that area. The State Highway Department has a contract with Blaisdell & Stone, No. 5747, for grading the Briggs Camp-Bear Creek Road Section of the North Umpqua Road in Douglas County. This may be the contract to which Mrs. Corliss refers.

The bond on this contract was written by the United Pacific Insurance Company through Mansfield & Company, 1975 S. W. 5th Avenue, Portland 1, Oregon. The contract was completed on July 31, 1961, but to date has not been accepted by the State Highway Commission.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM.

FQ:jmc

LAW OFFICES OF
CUNNING, BREWSTER & COPENHAVER
TELEPHONE: REDMOND LI 8-2151
REDMOND, OREGON

MAX A. CUNNING
GEORGE H. BREWSTER
JOHN M. COPENHAVER
JOSEPH LARKIN

September 11, 1961

Mr. Floyd Query, Secretary
State Highway Commission
Salem, Oregon

Dear Mr. Query:

I found a letter on my desk from a Mr. Geo. Corliss and I am going to enclose a photostatic copy of it, together with a photostatic copy of an attached statement. I don't know anything about the contractor at Diamond Lake or about the contractor "Blaisdell & Stone." I assume there is such a contract and that the contractor has a bond. I would appreciate it if I could be advised as to the name of the bonding company so I could advise them.

Very truly yours,

Geo. H. Brewster

Geo. H. Brewster

GHB:pjk
encs (2)

cc Mr. Geo. E. Corliss

RECEIVED
SEP 12 1961
OREGON
STATE HIGHWAY COMMISSION

CV2-0219

GEO. E. CORLISS
CONTRACTOR
Rt. 2 Box 322
BEND - OREGON

Sept 6
~~August, 15,~~ 1961

Mr. Brewster:

We heard that Blandell & Stone are going broke so would like to have you write a letter to the Oregon State Highway Com and also one to their bonding Co. regarding $1,551.00 which they owe us on the Diamond Lake job. This is for our water truck used there. We paid the drivers wages, gas, oil etc., a copy of the statement is inclosed. Please do whatever is necessary to collect this account.

Mrs Corliss

[illegible]

August [illegible], 1961

BLAISDELL & ST[illegible]
Lake Oswego, Oregon

Water on Diamond Lake Job:

June	26	54	M. gal.	As per tickets .
"	27	64	"	"
"	28	66	"	"
"	29	[illegible]	"	"
"	30	57	"	"
July	10	72	"	"
"	11	[illegible]	"	"
	and	45	"	"
"	12	[illegible]	"	"
"	13	72	"	"
"	14	[illegible]	"	"
"	15	[illegible]4	"	"
"	16	54	"	"
"	17	66	"	"
"	18	60	"	"
"	and	68	"	"
"	25	24	"	"

Total 1034 M. gals. @ $1.50 per M. G.-- $1551.00

RECEIVED
AUG 31 1961
FOR FILING

310-197

5747

August 30, 1961

United Pacific Insurance Company
Fidelity & Surety Department
P. O. Box 1216
Tacoma 1, Wn.

Attention: Mr. Henry F. Reints
Claim Department

Gentlemen:

It is the intention of the State Highway Commission to release to Blaisdell & Stone a portion of the funds heretofore retained by the Commission on Contract No. 5747, for grading the Briggs Camp-Bear Creek Road Section of the North Umpqua Road in Douglas County.

This payment in the amount of $8,405.24 reduces the retained percentage to 3% of the total amount earned by the contractor, or the sum of $6,594.76. The present payment will be released on or after September 7, 1961.

You have been previously notified that claims have been filed against this contract.

In accordance with your request of August 1, this payment will be mailed in care of your office.

Yours very truly,

Secretary
OREGON STATE HIGHWAY COMMISSION

CC:
Blaisdell & Stone
2351 S. W. Country Club Road
Oswego, Oregon

NOTED ON CARD

RECEIVED
AUG 18 1961
FOR FILING

[illegible]

5747

August 17, 1961

United Pacific Insurance Co.
P. O. Box 1216
Tacoma, Wn.

Attention: Mr. W. T. Atkins

Gentlemen:

We have received notification from the Secretary of State, dated August 17, 1961, that the claim of the Union Oil Company of California in the amount of $7,278.80 against Blaisdell & Stone on our Contract No. 5747, has now been filed in his office, his File No. 3849.

A description of the claim was outlined in our letter to you of August 16.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

fp

NOTED ON CARD
dc

RECEIVED
AUG 18 1961
FOR FILING

5747

August 16, 1961

Hon. Howell Appling, Jr.
Secretary of State
Salem, Oregon

Attention: Mr. Geo. C. Stephens

Dear Sir:

Attached for filing is a claim letter, dated August 15, 1961, in the amount of $7,278.80 for petroleum products furnished to Blaisdell & Stone by the Union Oil Company of California. This appears to be in connection with our Contract No. 5747 with Blaisdell & Stone for grading the Briggs Camp-Bear Creek Road Section of the North Umpqua Road in Douglas County.

Please acknowledge receipt of this claim on the enclosed copy of this letter.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

Enc.

fp

NOTED ON CARD
dc

FORM E-123-X 50M 1-61

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

August 16, 1961

Hon. Howell Appling, Jr.
Secretary of State
Salem, Oregon

Attention: Mr. Geo. C. Stephens

Dear Sir:

Attached for filing is a claim letter, dated August 15, 1961, in the amount of $7,278.80 for petroleum products furnished to Blaisdell & Stone by the Union Oil Company of California. This appears to be in connection with our Contract No. 5747 with Blaisdell & Stone for grading the Briggs Camp-Bear Creek Road Section of the North Umpqua Road in Douglas County.

Please acknowledge receipt of this claim on the enclosed copy of this letter.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

File # 3849

Enc.

FILED
AUG 17 1961
HOWELL APPLING, JR.
SECRETARY OF STATE

RECEIVED
AUG 17 1961
HOWELL APPLING, JR.
SECRETARY OF STATE

RECEIVED
[illegible] 1961
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
AUG 18 1961
FOR FILING

5747

August 16, 1961

United Pacific Insurance Company
P. O. Box 1216
Tacoma, Wn.

Attention: Mr. W. T. Atkins

Gentlemen:

We have received a claim letter dated August 15, 1961, from Union Oil Company of California, Portland, stating that Blaisdell & Stone owe them $7,278.80 for petroleum products. This appears to be in connection with State Highway Contract No. 5747 with Blaisdell & Stone for grading the Briggs Camp-Bear Creek Road Section of the North Umpqua Road in Douglas County.

This claim letter has been forwarded to the Secretary of State for filing. Attached is a copy of it.

We provide this information as your company appears as surety on the performance bond furnished with this contract.

Yours very truly,

Secretary
OREGON STATE HIGHWAY COMMISSION

Enc.
CC:
Mansfield & Co.
1975 S. W. 5th Ave.
Portland 1, Oregon

NOTED ON CARD
dc

Blaisdell & Stone
2351 S. W. Country Club Road
Oswego, Oregon

Commissioners
Mr. W. C. Williams
Mr. Forrest Cooper

fp

RECEIVED
AUG 18 1961
FOR FILING

5747

D Cook

August 16, 1961

Union Oil Company of California
P. O. Box 76
Portland 7, Oregon

Attention: Mr. L. R. Edwards

Gentlemen:

This will acknowledge your claim letter of August 15, advising that Blaisdell & Stone owe you for petroleum products in the amount of $7,278.80 in connection with State Highway Contract No. 5747 for grading the Briggs Camp-Bear Creek Road Section.

So that there will be no misinterpretation of the law, we are forwarding your claim to the Secretary of State for filing. In the meantime, this information will be noted in our records and we will advise the surety and the contractor that it has been received.

Yours very truly,

Secretary
OREGON STATE HIGHWAY COMMISSION

fp

NOTED ON CARD
dc

FORM 402 1-60 500 MP
PRINTED IN U.S.A.

Union Oil Company of California

IN REPLY GIVE NO.

5, 1961

State of Oregon
Highway Commission
Salem, Oregon

Gentlemen:

Please be notified that Union Oil Company of California has a claim for petroleum products furnished to Blaisdell & Stone in the sum of Seven thousand two hundred seventy-eight and 80/100 ($7,278.80) against the bond taken from Blaisdell & Stone, as principal, and the United Pacific Insurance Company, as surety, for the work of grading on the Briggs Camp-Bear Creek Road, North Umpqua Road in Douglas County, known as Contract Number 5747.

Please acknowledge receipt on the enclosed copy of this letter and return to us in the self-addressed stamped envelope for your convenience.

Thank you very much.

Yours very truly,

UNION OIL COMPANY OF CALIFORNIA

By: L. R. Edwards
Credit Manager

LRE:b

RECEIVED
AUG 16 1961
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
AUG 16 1961
FOR FILING

5747

D Cook

August 15, 1961

United Pacific Insurance Company
P. O. Box 1216
Tacoma, Wn.

Attention: Mr. W. T. Atkins

Gentlemen:

Attached is a copy of a claim in the amount of $13,813.25 which was filed with the Secretary of State on August 7, 1961, by G. D. Dennis & Sons, Inc., for services and equipment rental furnished to Blaisdell & Stone on our Contract No. 5747 for grading the Briggs Camp-Bear Creek Road Section of the North Umpqua Road in Douglas County. The Secretary of State has assigned his File No. 3845 to this claim.

We provide this information as your Company appears as surety on the performance bond furnished with this contract.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

Enc.
CC:
Mansfield & Co.
1975 S. W. 5th Ave.
Portland 1, Oregon

Blaisdell & Stone
2351 S. W. Country Club Road
Oswego, Oregon

Commissioners
Mr. W. C. Williams
Mr. Forrest Cooper

fp

NOTED ON CARD
dc

STATE OF OREGON
DEPARTMENT OF STATE
SALEM, OREGON

HOWELL APPLING, JR.
SECRETARY OF STATE

August 7, 1961

Mr. Floyd Query, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We have received and filed as of this date, from G. D. Dennis and Sons, Inc., 7355 S. E. Johnson Creek Blvd., Portland 6, Oregon, a notice of claim by Blaisdell & Stone and United Pacific Insurance Company, its surety for services rendered and equipment rental rendered and performed on the Blaisdell & Stone Project, Briggs Camp-Bear Creek Road Section of the North Umpqua Road in Douglas County in the sum of $13,813.35. State Highway Contract No. 5747.

We are enclosing three copies of the claim for your information and files.

Kindly acknowledge receipt of the copies on the enclosed carbon copy.

Sincerely,

HOWELL APPLING, JR.
Secretary of State
By Geo C Stephens
Public Records Section

GS:FK
Enc.

RECEIVED
14 1961
OREGON
STATE HIGHWAY COMMISSION

G. D. DENNIS
DALE DENNIS
DALLAS DENNIS

PROSPECT 4-3384

G. D. DENNIS AND SONS, INC.
CONTRACTORS
7355 S. E. JOHNSON CREEK BLVD.
PORTLAND 6, OREGON

August 4, 1961

Secretary of State
State of Oregon
Salem, Oregon

Dear Sir:

Re: Blaisdell & Stone Project
Briggs Camp-Bear Creek Road Section
of the North Umpqua Road in Douglas
County
Oregon State Highway Contract No. 5747

The undersigned makes claim against Blaisdell & Stone and United Pacific Insurance Company, its Surety, for services rendered and equipment rental rendered and performed on the above noted contract in the amount of $13,813.35.

Very truly yours,

G. D. DENNIS & SONS, INC.

Dale Dennis

DALE DENNIS

DD:es

cc: United Pacific Insurance Co.
Board of Trade Building
Portland, Oregon

File #3845

FILED
AUG 7 1961
HOWELL APPLING, JR.
SECRETARY OF STATE

RECEIVED
AUG 7 - 1961
HOWELL APPLING, JR.
SECRETARY OF STATE

RECEIVED
AUG 3 1961

~~FOR FILING~~

5747

D Cook

August 2, 1961

United Pacific Insurance Company
P. O. Box 1216
Tacoma 1, Wn.

Attention: Mr. Henry F. Reints
Claim Department

Gentlemen:

This is to acknowledge your letter of August 1 concerning payments to Blaisdell & Stone on State Highway Contract #5747, your bond No. RB60-35233.

Any payments due the contractor on this contract will be mailed in care of your office.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

CC: Mr. C. H. Maison - Please mail payments as above.
FQ:fp

NOTED ON CARD

Home Office • 728 St. Helens Avenue • Box 1216 • Tacoma 1, Washington

United Pacific Insurance Company
United Pacific Life Insurance Company
Cascade Insurance Company

August 1, 1961

Oregon State Highway Commission
State Highway Department
Salem, Oregon

Gentlemen:

BB60-35233 - Blaisdell & Stone
State of Oregon Highway Department
Salem, Oregon - Contract 5747
(Briggs Camp, Bear Creek Road
Section, North Umpqua Road, Douglas
County)

This will serve to supplement a letter of July 19, 1961 signed by George E. Blaisdell & Son Construction Company and Shirley G. Stone Company to your office in which it was directed that any payments due to the contractor from the above captioned project, be sent in care of our office.

As you are, of course, aware, we had previously advised that no further payments were to be made by your office in connection with job funds under this project until further notice from us. We would, therefore, like to point out that we have no objection to the funds being sent in care of our office as per the above referred to letter of July 19, 1961 from the joint venturers on this job.

We would appreciate your acknowledging receipt of the letter of direction and also advising us that this arrangement will be complied with.

Thank you for your cooperation.

Very truly yours,

UNITED PACIFIC INSURANCE COMPANY

Henry F. Reints
Claim Department

HFR:p

RECEIVED
AUG - 2 1961
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
AUG 1 1961
FOR FILING

5747

J. Cook

July 31, 1961

George E. Blaisdell & Son Construction Co., and
Shirley G. Stone Co.
2351 S. W. Country Club Road
Oswego, Oregon

Gentlemen:

In your letter of July 19 you requested that all payments due your companies on State Highway Contract No. 5747 be made out in your names and forwarded in care of the United Pacific Insurance Company, 728 St. Helens Avenue, Tacoma 1, Washington, Attention Henry F. Reints.

A copy of this letter is being forwarded to the Auditor so that payments can be made as you have requested.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM.

FQ:jmc

cc: United Pacific Insurance Company
728 St. Helens Avenue
Tacoma 1, Washington
Attn: Henry F. Reints

United Pacific Insurance Co.
Mansfield & Co., Agent
1975 S. W. 5th Avenue
Portland 1, Oregon

NOTED ON CARD

C. H. Maison (2)

On copy to United Pacific Insurance Co., Tacoma, Washington typed the following:

P.S. As requested by the contractor, I have acknowledged receipt of his letter and the same is attached.

FQ

July 19, 1961

Oregon State Highway Commission
State Highway Department
Salem, Oregon

Re: Blaisdell & Stone - State of Oregon
Highway Department, Salem, Oregon
Contract #5747 (Briggs Camp Bear Creek Road
Section, North Umpqua Road, Douglas County)

Gentlemen:

Please forward any and all monies, checks, drafts, warrants or other payments due to George E. Blaisdell, Sr. and George E. Blaisdell, Jr., Co-partners, D/B/A GEORGE E. BLAISDELL & SON CONSTRUCTION CO., and Shirley G. Stone & Reva Stone, Co-partners D/B/A SHIRLEY G. STONE CO., in a joint venture as Blaisdell and Stone, herein referred to as contractor, from the above contract to:

The Above Contractor
c/o United Pacific Insurance Company
728 St.Helens Avenue
Tacoma 1, Washington
Attn: Henry F. Reints

This letter is given for consideration and shall remain in full force and effect until changed by United Pacific Insurance Company in writing.

Will you please acknowledge receipt of this letter by signing the copy and returning to the United Pacific Insurance Company at the aforementioned address.

Very truly yours

GEORGE E. BLAISDELL & SON CONSTRUCTION CO.

By George E. Blaisdell

SHIRLEY G. STONE CO.

By: Shirley G. Stone

HFR:mcf

RECEIPT OF THE ABOVE LETTER ACKNOWLEDGED

By: ______________________________

RECEIVED
JUL 28 1961
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JUL 27 1961
FOR FILING

[illegible]

5747

July 25, 1961

United Pacific Insurance Company
P. O. Box 1216
Tacoma, Wn.

Attention: Mr. W. T. Atkins

Gentlemen:

We have received notification from the Secretary of State, dated July 24, 1961, that the claim of R. A. Briggs and Sons, Roseburg, in the amount of $7,000.00 against Blaisdell & Stone, Oswego, on our Contract No. 5747, has now been filed in his office, his File No.3838.

A description of the claim was outlined in our letter to you of July 21, 1961.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

By
C. W. Head, Asst. Secretary

fp

NOTED ON CARD
dc

RECEIVED
JUL 25 1961
FOR FILING

[illegible]

5747

July 21, 1961

Hon. Howell Appling, Jr.
Secretary of State
Salem, Oregon

Attention: Mr. Geo. C. Stephens

Dear Sir:

Attached for filing is a claim letter in the amount of $7000.00, received from R. A. Briggs and Sons, Roseburg, against Blaisdell & Stone. This appears to be in connection with State Highway Contract No. 5747 with Blaisdell & Stone for grading the Briggs Camp-Bear Creek Road Section of the North Umpqua Road in Douglas County.

This contract was 97 percent complete as of July 14, 1961. The United Pacific Insurance Co., through Mansfield & Co., 1975 S. W. 5th Ave., Portland 1, furnished the performance bond.

Please acknowledge receipt of this claim letter on the enclosed copy of this letter.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

Enc.

fp

NOTED ON CARD
dc

FO[illegible]-128-Z 50M 1-61

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

July 21, 1961

Hon. Howell Appling, Jr.
Secretary of State
Salem, Oregon

Attention: Mr. Geo. C. Stephens

Dear Sir:

Attached for filing is a claim letter in the amount of $7000.00, received from R. A. Briggs and Sons, Roseburg, against Blaisdell & Stone. This appears to be in connection with State Highway Contract No. 5747 with Blaisdell & Stone for grading the Briggs Camp-Bear Creek Road Section of the North Umpqua Road in Douglas County.

This contract was 97 percent complete as of July 14, 1961. The United Pacific Insurance Co., through Mansfield & Co., 1975 S. W. 5th Ave., Portland 1, furnished the performance bond.

Please acknowledge receipt of this claim letter on the enclosed copy of this letter.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

Enc.

File #3838

fp

FILED
JUL 24 1961
HOWELL APPLING, JR.
SECRETARY OF STATE

RECEIVED
JUL 25 1961
FOR FILING

[illegible]

5747

D Cook

July 21, 1961

R. A. Briggs and Sons
497 S. E. Ramp Road
Roseburg, Oregon

Attention: Mr. Bruce A. Briggs

Gentlemen:

This is to acknowledge your letter of July 18 advising that Blaisdell & Stone owe you $7,000.00 on State Highway Contract No. 5747 for grading the Briggs Camp-Bear Creek Road Section of the North Umpqua Road in Douglas County.

This contract was 97 percent complete as of July 14, 1961. The United Pacific Insurance Co., through Mansfield & Co., 1975 S. W. 5th Ave., Portland 1, furnished the performance bond, which is given to assure completion of the contract and payment of all bills incurred in it.

The State does not make payment of claims but looks to the surety and the prime contractor for such payment.

So that there will be no misinterpretation of the law, we are forwarding your claim to the Secretary of State for filing. In the interim, this information will be noted in our records and we will advise the surety and the contractor that it has been received.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

NOTED ON CARD

FP

R. A. Briggs and Sons LOGGING

Telephone OR 2-2871
497 S. E. Ramp Road
Roseburg, Oregon

July 18, 1961

State Highway Commission
Salem, Oregon

Gentlemen:

Subject: Sub-Contract
Briggs Camp - Bear Cr Rd Sec
No Umpqua Rd
Contract 5747

This is to advise we have completed the sub-contract as mentioned above. There is still an amount due us from Braisdell & Stone in the amount of $7,000.00. We would appreciate it very much if you would withhold this amount for us from any moneys due Braisdell & Stone, as we have not been very successful in collecting money from them.

Thanking you very much for your cooperation in this matter, we remain

Sincerely yours,

R. A. BRIGGS & SONS

By Bruce A. Briggs

RECEIVED
JUL 31 1961
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JUL 25 1961
FOR FILING

5747

July 21, 1961

United Pacific Insurance Co.
P. O. Box 1216
Tacoma, Wn.

Attention: Mr. W. T. Atkins

Gentlemen:

We have received a claim letter dated July 18, 1961, from R. A. Briggs and Sons, Roseburg, advising that Blaisdell & Stone owe them $7,000.00. This appears to be in connection with State Highway Contract No. 5747 with Blaisdell & Stone for grading the Briggs Camp-Bear Creek Road Section of the North Umpqua Road in Douglas County.

This claim letter has been forwarded to the Secretary of State for filing. Attached is a copy of it.

We provide this information as your company appears as surety on the performance bond furnished with this contract.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

Enc.
CC:
Mansfield & Co.
1975 S. W. 5th Ave.
Portland 1, Oregon

Blaisdell & Stone
2351 S. W. Country Club Road
Oswego, Oregon

Commissioners
Mr. W. C. Williams
Mr. Forrest Cooper

fp

NOTED ON CARD
dc

RECEIVED
JUL 18 1961
FOR FILING
210-1576

5747

Cole

July 17, 1961

United Pacific Insurance Company
P. O. Box 1216
Tacoma, Wn.

Attention: Mr. W. T. Atkins

Gentlemen:

We have received notification from the Secretary of State, dated July 14, 1961, that the claim of George M. Philpott Co., Oreg. Ltd., Portland, in the amount of $7236.42 against Blaisdell & Stone on our Contract No. 5747, has now been filed in his office. He has assigned his File No. 3833 to this claim.

A description of the claim was outlined in our letter to you of July 12.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

fp

NOTED ON CARD
dc

RECEIVED
JUL 13 1961
FOR FILING

5747

July 12, 1961

George M. Philpott Co., Oreg. Ltd.
2353 N. W. 21st Ave.
Portland 9, Oregon

Attention: Mr. Jack F. Bell

Gentlemen:

This is to acknowledge receipt of your claim letter, dated July 6, 1961, stating that Blaisdell & Stone owe you $7,236.42 for equipment rental and expendable items. You stated that this is in connection with State Highway Contract No. 5747 with Blaisdell & Stone for grading the Briggs Camp-Bear Creek Road Section of the North Umpqua Road in Douglas County.

The United Pacific Insurance Co., through Mansfield & Co., 1975 S. W. 5th Ave., Portland 1, furnished the performance bond which is given to assure completion of the contract and payment of all bills incurred in it.

So that there will be no misinterpretation of the law, we are forwarding your claim letter to the Secretary of State for filing.

In the interim, this claim letter will be entered in our records and we will advise the surety and the contractor that it has been received.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

CWH:fp

NOTED ON CARD
Sc

REGISTERED
RETURN RECEIPT REQUIRED

GMP

GEORGE M. PHILPOTT CO. OREG., LTD.

- CULLMAN CHAIN & SPROCKETS
- ROCK DRILLING EQUIPMENT
- PUMPS & COMPRESSORS
- BALL & ROLLER BEARINGS

CApitol 8-9327

2353 N. W. 21st AVENUE
PORTLAND 9, OREGON

July 6 1961

Secretary Oregon State Highway Commission
State Highway Department
Salem, Oregon

Subject: Contract No. 5747
Briggs Camp - Bear Creek Road
Section of the North Umpqua Road
in Douglas County

Contractor: Stone & Blaisdell

Gentlemen:

Please consider the following as a formal notice of claim against the above subject job.

The contractor shown above is indebted to our firm at this time in the amount of $7236.42 which consists of equipment rental and expendable items. The equipment primarily is a portable air compressor and rock drill with expendable supplies for same.

As of this date, this equipment is still being used by the contractor on this project. As a result, the rental is continuing to accumulate. As a result, by the time this equipment is returned, the total amount of the indebtedness may be increased by what additional rentals will have occurred by the time the material is returned.

If in the event there is any detailed information you might need relative to this subject, please do not hesitate to call.

Yours very truly,

GEORGE M. PHILPOTT CO. OREG., LTD.

Jack F. Bell

JFB lm

cc - United Pacific Insurance Company, Box 1216, Tacoma 1, Washington
- Stone and Blaisdell, 2351 S. W. Country Club Road, Oswego, Oregon
- Mansfield & Co., 1975 S. W. 5th Avenue, Portland, Oregon

STOCKING DISTRIBUTORS FOR:
GARDNER - DENVER CO. - MARLOW PUMPS
COMPRESSORS AND ROCK DRILLS

HYATT - NEW DEPARTURE - FAFNIR - TORRINGTON
NATIONAL OIL SEALS - O RINGS - V BELT DRIVES

SERVICE - SALES - RENTAL

RECEIVED
JUL 13 1961

FOR FILING
[illegible]

5747

July 12, 1961

United Pacific Insurance Company
P. O. Box 1216
Tacoma, Wn.

Attention: Mr. W. T. Atkins

Gentlemen:

A claim letter, dated July 6, 1961, has been received from George M. Philpott Co., Oreg. Ltd., Portland, advising that Blaisdell & Stone owe them for equipment rental and expendable items in the amount of $7,236.42. This appears to be in connection with State Highway Contract No. 5747 with Blaisdell & Stone for grading the Briggs Camp-Bear Creek Road Section of the North Umpqua Road in Douglas County.

This claim letter has been forwarded to the Secretary of State for filing. Attached is a copy for your records.

We provide this information as your company appears as surety on the performance bond furnished with this contract.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

Enc.
CC:
Mansfield & Co.
1975 S. W. 5th Ave.
Portland 1, Oregon

NOTED ON CARD

Blaisdell & Stone
2351 S. W. Country Club Road
Oswego, Oregon

Commissioners
Mr. W. C. Williams
Mr. Forrest Cooper

CWH:fp

RECEIVED
JUL 13 1961
FOR FILING

5747

July 12, 1961

Hon. Howell Appling, Jr.
Secretary of State
Salem, Oregon

Attention: Mr. Geo. C. Stephens

Dear Sir:

Attached is a claim letter for filing in the amount of $7,236.42, received from George M. Philpott Co., Oreg. Ltd., Portland, for equipment rental and expendable items.

This appears to be in connection with the State Highway Contract No. 5747 with Blaisdell & Stone for grading the Briggs Camp-Bear Creek Road Section of the North Umpqua Road in Douglas County.

The United Pacific Insurance Co., through Mansfield & Co., 1975 S. W. 5th Ave., Portland, furnished the performance bond.

Please acknowledge receipt of this claim letter on the enclosed copy of this letter.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

Enc.

NOTED ON CARD

CWH:fp

FORM E-133-X 5OM 1-61

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

July 12, 1961

Hon. Howell Appling, Jr.
Secretary of State
Salem, Oregon

Attention: Mr. Geo. C. Stephens

Dear Sir:

Attached is a claim letter for filing in the amount of $7,236.42, received from George M. Philpott Co., Oreg. Ltd., Portland, for equipment rental and expendable items.

This appears to be in connection with the State Highway Contract No. 5747 with Blaisdell & Stone for grading the Briggs Camp-Bear Creek Road Section of the North Umpqua Road in Douglas County.

The United Pacific Insurance Co., through Mansfield & Co., 1975 S. W. 5th Ave., Portland, furnished the performance bond.

Please acknowledge receipt of this claim letter on the enclosed copy of this letter.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

Enc.

NOTED
FLOYD QUERY

File #3833

RECEIVED
JUL 17 1961
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JUL 14 1961
HOWELL APPLING, JR.
SECRETARY OF STATE

RECEIVED
JUL 10 1961
FOR FILING

[illegible]

5747

July 6, 1961

United Pacific Insurance Company
P. O. Box 1216
Tacoma 1, Washington

Attention: Mr. J. H. McCaffery
Vice President

Dear Mr. McCaffery:

This is to acknowledge receipt of your telegram, received this morning, in which you request that no further payments be made to Blaisdell & Stone on Contract No. 5747 until you as surety have approved release of the payments.

A copy of this letter is being sent to Mr. C. H. Maison, Auditor, and we are asking him to withhold payments.

In your telephone conversation this morning you inquired if the estimate payment in the amount of $15,061.40 had been released to Blaisdell & Stone. Our Accounting Division informs us that this payment was mailed yesterday, July 5, to the contractor. This was in compliance with your telegram of July 3.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM.

CWH:jmc

cc: United Pacific Insurance Co.
Mansfield & Co.
1975 S. W. 5th Avenue
Portland 1, Oregon

Blaisdell & Stone
2351 S. W. Country Club
Oswego, Oregon

NOTED ON CARD

C. H. Maison (2)

Mr. Maison:

Please withhold all future payments on this contract until we have received word from the surety to release them.

FQ

CLASS OF SERVICE
This is a fast message unless its deferred character is indicated by the proper symbol.

WESTERN UNION
TELEGRAM
W. P. MARSHALL, PRESIDENT

1201 (4-60)

SYMBOLS
DL=Day Letter
NL=Night Letter
LT=International Letter Telegram

The filing time shown in the date line on domestic telegrams is LOCAL TIME at point of origin. Time of receipt is LOCAL TIME at point of destination

PRA068

PR TKA195 PD=FAX TACOMA WASH 6 1021A PDT= 1961 JUL 6 AM 9 49

C W HEAD, ASSISTANT SECRETARY= (
OREGON STATE HIGHWAY COMMISSION SALEM ORG=

RE BLAISDELL AND STONE, CONTRACT 5747, PURSUANT TO OUR TELEPHONE CONVERNATION OF THIS MORNING, WE CONFIRM REQUEST OF THE UNITED PACIFIC INSURANCE COMPANY THAT NO FURTHER FUNDS BE RELEASED BY THE STATE HIGHWAY DEPARTMENT ON THE ABOVE CONTRACT UNTIL FURTHER NOTICE FROM US=

J H MCCAFFERY, VICE PRESIDENT UNITED PACIFIC
INSURANCE COMPANY TACOMA WASHINGTON.

NOTED
C. W. HEAD

THE COMPANY WILL APPRECIATE SUGGESTIONS FROM ITS PATRONS CONCERNING ITS SERVICE

RECEIVED
UU JUL 5 1961

FOR FILING

5747

July 3, 1961

United Pacific Insurance Company
Fidelity & Surety Department
P. O. Box 1216
Tacoma 1, Washington

Attention: Mr. W. T. Atkins

Dear Mr. Atkins:

This afternoon we received your telegram releasing further payments on Contract 5747, awarded to Blaisdell & Stone for work on the Briggs Camp-Bear Creek Road Section of the North Umpqua Road in Douglas County.

Copy of your telegram is being sent to Mr. C. H. Maison, Auditor, so that he may release payments as the warrants are available.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM.

FQ:rj

cc: Mansfield & Co., Portland
Blaisdell & Stone, Oswego
C. H. Maison (2)

NOTED ON CARD

CLASS OF SERVICE
This is a fast message unless its deferred character is indicated by the proper symbol.

WESTERN UNION
TELEGRAM
W. P. MARSHALL, PRESIDENT

1201 (4-60)

SYMBOLS
DL=Day Letter
NL=Night Letter
LT=International Letter Telegram

The filing time shown in the date line on domestic telegrams is LOCAL TIME at point of origin. Time of receipt is LOCAL TIME at point of destination

PRA062

PR TKA181 PD=FAX TACOMA WASH 3 1231P PDT=

1961 JUL 3 AM 11 44

C W HEAD, ASSITANT SECRETARY=
OREGON STATE HIGHWAY COMMISSION SALEM ORG=

=RE: BLAISDELL AND STONE, CONTRACT 5747, WE HEREBY WITHDRAW ANY OBJECTION WE MAY HAVE HAD TO YOUR RELEASING FURTHER PAYMENTS ON THIS CONTRACT AND SPECIFICALLY RESCIND OUR WIRE REQUEST OF JUNE 28=

W T ATKINS UNITED PACIFIC INSURANCE COMPANY
TACOMA WASHINGTON.

RECEIVED
JUL 3 1961
OREGON
STATE HIGHWAY COMMISSION

COMPANY WILL APPRECIATE SUGGESTIONS FROM ITS PATRONS CONCERNING ITS SERVICE

RECEIVED
JUN 29 1961
FOR FILING

5747

J Cook
note on card

June 28, 1961

United Pacific Insurance Company
P. O. Box 1216
Tacoma 1, Washington

Attention: Mr. W. T. Atkins

Gentlemen:

This is to acknowledge receipt of your telegram, received in this office this afternoon, in which you request that no further payments be made to Blaisdell & Stone on Contract No. 5747 until you as surety have approved release of the payments.

A copy of this letter is being sent to Mr. C. H. Maison, Auditor, and we are asking him to withhold payments.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM.

FQ:jmc

cc: United Pacific Insurance Co.
Mansfield & Co.
1975 S. W. 5th Avenue
Portland 1, Oregon

NOTED
C. W. HEAD

Blaisdell & Stone
2351 S. W. Country Club
Oswego, Oregon

C. H. Maison (2)

Mr. Maison:
Please withhold all future payments on this contract until we have received word from the surety to release them.

NOTED ON CARD
Ac

FQ

WESTERN UNION TELEGRAM

REFERRED TO
Query
State Highway Engineer

WU026 (PR TKA3

WU026 (PR TKA317) PD
FAX TACOMA WASH 28 JUNE 61 1150A PDT
W C WILLIAMS
OREGON STATE HIGHWAY COMMISSION SALEM ORG
BEAXXX
BECAUSE OF NOTICE OF CLAIM FILED BY ROGUE EQUIPMENT SALES, INC RE BLAISDELLAND STONE, BRIGGS CAMP-BEAR CREEK ROAD, CONTRACT 5747 WE AS SURETY ASK THAT EXXX PENDING OUR FURTHER ADVICES YOU MAKE NO FURTHER PAYMENTS TO BLAISDELL AND STONE WITHOUT FIRST CONFERRING WITH US
W T ATKINS UNITED PACIFIC INSURANCE CO TACOMA WASHINGTON
1132PXXX 1131A PST PW THNX

RED RECD WU026 JUNE 28 1961 034.85 9""8:3 PERMIT OFFICE

RECEIVED
JUN 28 1961
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JUN 29 1961
FOR FILING

5747

June 28, 1961

United Pacific Insurance Company
P. O. Box 1578
Tacoma, Wn.

Gentlemen:

We have received notification from the Secretary of State, dated June 27, 1961, that the claim of Rogue Equipment Sales, Inc., Medford, in the amount of $2,852.17 against Blaisdell & Stone, Oswego, on our Contract #5747, has now been filed in his office, his File No. 3831.

A description of the claim was outlined in our letter to you of June 26.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

FP

NOTED ON CARD
Lc

RECEIVED
JUL 20 1961
FOR FILING
[illegible]
5747

4 h.

June 27, 1961

Blaisdell & Stone
2251 SW Country Club Road
Oswego
Oregon

Gentlemen:

The State Highway Commission at its meeting held on June 27, 1961, had under discussion your request for an extension of time for 30 additional workdays from 90 days to 120 days within which to complete your contract #5747 without the assessment of liquidated damages, for grading the Briggs Camp-Bear Creek Road Section of the North Umpqua Road in Douglas County.

We are pleased to inform you that the Highway Commission granted you the 30 additional workdays. The Commission's action was based upon the recommendation of the State Highway Engineer, whose report on the subject considered, but did not necessarily adopt any of the reasons given by you for the failure to complete the project within the specified time limit.

Very truly yours,

Floyd Query,
Secretary
OREGON STATE HIGHWAY COMMISSION

by:
C. W. Head, Assistant Secretary

dc

cc: Frank Morgan
Richard Morsell
Tom Edwards
Bureau of Public Roads
R. L. Porter
C. H. Matson

AGENDA
JUN 27 1961
4-h

Extensions of Time

June 27, 1961

Meeting

#1 -

E.R.

#1

OREGON STATE HIGHWAY COMMISSION

ENGINEERS RECOMMENDATION REGARDING CONTRACTORS REQUEST FOR INCREASE IN NUMBER OF WORKDAYS TO COMPLETE CONSTRUCTION CONTRACT

Investigation has been completed regarding the request (see reverse side) for an increase in the number of workdays within which to complete, without assessment of liquidated damages, the following project:

Contract No. 5747 Contractor Blaisdell & Stone

Highway No. Umpqua County Rd.

Section Briggs Camp - Bear Cr. Rd.

Kind of Work Grading

It is recommended that the request for increase in the number of workdays within which to complete said contract be DENIED or GRANTED. The reasons for such recommendation are as follows:

Recommended for Approval:

Division Engineer

Construction Engineer or Bridge Engineer

Forrest Cooper
State Highway Engineer

Contract No. 5747

Project designation State - County
State-Federal

Date awarded July 8, 1960

Work started August 1, 1960

Per cent completed 92%

Date

No. of Workdays Allowed 90

No. of Workdays Used 94

No. of Added Workdays Requested 30

OREGON STATE HIGHWAY COMMISSION

CONTRACTORS REQUEST FOR INCREASE IN NUMBER OF WORKDAYS TO COMPLETE CONSTRUCTION CONTRACT

Oregon State Highway Commission
Salem, Oregon

Date June 3, 1961

Gentlemen:

We, the undersigned, respectfully request an increase in the number of workdays from 90 days to 120 days, within which to complete our Contract No. 5747, without the assessment of liquidated damages. The said contract is described as follows:

The dates of the workdays during which prosecution of the work was actually prevented and the conditions or causes which actually prevented the prosecution of work on said dates were as follows:

Due to having to wait for redesign of flume covers as requested by C.O.P. Co.
Work was delayed during period required for Highway Department to re-design and for contractor to remove fill from around 60", 96" and 120" pipe and to haul and replace with special backfill.

Respectfully submitted,

BLAISDELL & STONE
Contractor

By Shirley J. Stone

CONSENT OF SURETY

Date June 5, 1961

We, UNITED PACIFIC INSURANCE COMPANY, as surety on the bond guaranteeing the completion of the contract abovenamed and listed, hereby join in and consent to said request for an increase in the number of workdays, and hereby agree to remain fully bound as surety in all respects as if the number of workdays remained as stipulated in the original agreement.

Emma M. Kemp
Emma M. Kemp Attorney-in-fact

(SEAL)

Johanna Stroyan
Johanna Stroyan Resident Agent

OREGON STATE HIGHWAY COMMISSION

ENGINEERS RECOMMENDATION REGARDING
CONTRACTORS REQUEST
FOR
INCREASE IN NUMBER OF WORKDAYS
TO
COMPLETE CONSTRUCTION CONTRACT

Investigation has been completed regarding the request (see reverse side) for an increase in the number of workdays within which to complete, without assessment of liquidated damages, the following project:

Contract No. [redacted] Contractor [redacted]

Highway [redacted]

Section [redacted]

Kind of Work [redacted]

It is recommended that the request for increase in the number of workdays within which to complete said contract be DENIED or GRANTED. The reasons for such recommendation are as follows:

Recommended for Approval:

Division Engineer

Construction Engineer or Bridge Engineer

State Highway Engineer

Contract No: [redacted]

Project designation [redacted]
State-Federal

Date awarded [redacted]

Work started [redacted]

Per cent completed [redacted]
Date

No. of Workdays Allowed [redacted]

No. of Workdays Used [redacted]

No. of Added Workdays Requested [redacted]

OREGON STATE HIGHWAY COMMISSION

CONTRACTORS REQUEST
FOR
INCREASE IN NUMBER OF WORKDAYS
TO
COMPLETE CONSTRUCTION CONTRACT

Oregon State Highway Commission
Salem, Oregon

Date June 3, 1961

Gentlemen:

We, the undersigned, respectfully request an increase in the number of workdays from 90 days to 120 days, within which to complete our Contract No. 5747, without the assessment of liquidated damages. The said contract is described as follows:

The dates of the workdays during which prosecution of the work was actually prevented and the conditions or causes which actually prevented the prosecution of work on said dates were as follows:

Due to having to wait for redesign of flume covers as requested by C.O.P.Co.

Work was delayed during period required for Highway Department to re-design and for contractor to remove fill from around 60", 96" and 120" pipe and to haul and replace with special backfill.

Respectfully submitted,

BLAISDELL & STONE
Contractor

By Shirley G. Stone

CONSENT OF SURETY

Date June 5, 1961

We, UNITED PACIFIC INSURANCE COMPANY, as surety on the bond guaranteeing the completion of the contract above-named and listed, hereby join in and consent to said request for an increase in the number of workdays, and hereby agree to remain fully bound as surety in all respects as if the number of workdays remained as stipulated in the original agreement.

Emma M. Kemp
Emma M. Kemp Attorney-in-fact

Johanna Stroyan
Johanna Stroyan Resident Agent

(SEAL)

RECEIVED
JUN 28 1961

FOR FILING

[illegible]

5747

June 26, 1961

Rogue Equipment Sales, Inc.
2920 North Pacific Highway
Medford, Oregon

Gentlemen:

This will acknowledge receipt of your claim letter of June 22 in the amount of $2852.17 for explosive supplies furnished to Blaisdell and Stone. This appears to be in reference to the Blaisdell and Stone Contract 5747, Grading Briggs Camp-Bear Creek Road Section on the North Umpqua Road in Douglas County.

So that there will be no misinterpretation of the law we are forwarding your claim letter to the Secretary of State for filing. In the interim this information will be noted in our records and we will advise the surety and the contractor that it has been received.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

By:
C. W. Head, Assistant Secretary

CWH:rj

NOTED ON CARD
dc

RECEIVED
JUN 27 1961
FOR FILING

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

5747

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

NOTE:
W. C. WILLIAMS

June 26, 1961

United Pacific Insurance Company
Fidelity and Surety Department
P. O. Box 1216
Tacoma 1, Washington

Gentlemen:

A claim letter dated June 22 has been received from Rogue Equipment Sales, Inc., Medford, advising that Blaisdell and Stone owes them for explosive supplies in the amount of $2,822.17. This appears to be in connection with our Contract 5747, Grading Briggs Camp-Bear Creek Road Section on the North Umpqua Road in Douglas County.

This claim letter has been forwarded to the Secretary of State for filing. Attached is a copy of the claim letter for your records.

This information is provided as your company appears as surety on the performance bond furnished with this contract.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

By: C. A. Head
C. A. Head, Assistant Secretary

CAH:rj
cc: Mansfield & Company
Blaisdell & Stone

M. K. McIver
Glenn L. Jackson
W. C. Williams
Forrest Cooper

RECEIVED
JUN 2? 1961
OFFICE OF
STATE HIGHWAY ENGINEER

June 26, 1961

United Pacific Insurance Company
Fidelity and Surety Department
P. O. Box 1216
Tacoma 1, Washington

Gentlemen:

A claim letter dated June 22 has been received from Rogue Equipment Sales, Inc., Medford, advising that Blaisdell and Stone owes them for explosive supplies in the amount of $2,852.17. This appears to be in connection with our Contract 5747, Grading Briggs Camp-Bear Creek Road Section on the North Umpqua Road in Douglas County.

This claim letter has been forwarded to the Secretary of State for filing. Attached is a copy of the claim letter for your records.

This information is provided as your company appears as surety on the performance bond furnished with this contract.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

By:
C. W. Mead, Assistant Secretary

CWM:rj
cc: Mansfield & Company
Blaisdell & Stone

W. K. McIver
Glenn L. Jackson
W. C. Williams
Forrest Cooper

NOTED ON CARD

June 26, 1961

Hon. Howell Appling, Jr.
Secretary of State
121 State Capitol
Salem, Oregon

Attention: Mr. George C. Stephens

Dear Sir:

Attached is a claim letter for filing in the amount of $2,852.17 received from Rogue Equipment Sales, Inc., Medford, for explosive supplies furnished to Blaisdell and Stone.

This appears to be in reference to our Contract 5747, Grading the Briggs Camp-Bear Creek Road Section on the North Umpqua Road in Douglas County.

Please acknowledge receipt of this claim on the enclosed copy of this letter.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

By:
C. W. Head, Assistant Secretary

NOTED ON CARD
dc

CWH:rj

FORM E-123-X 50M 1-61

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

June 26, 1961

Hon. Howell Appling, Jr.
Secretary of State
121 State Capitol
Salem, Oregon

Attention: Mr. George C. Stephens

Dear Sir:

Attached is a claim letter for filing in the amount of $2,852.17 received from Rogue Equipment Sales, Inc., Medford, for explosive supplies furnished to Blaisdell and Stone.

This appears to be in reference to our Contract 5747, Grading the Briggs Camp-Bear Creek Road Section on the North Umpqua Road in Douglas County.

Please acknowledge receipt of this claim on the enclosed copy of this letter.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

By:
C. W. Head, Assistant Secretary

File #3831

FILED
JUN 27 1961
HOWELL APPLING, JR.
SECRETARY OF STATE

RECEIVED
JUN [illegible]
HOWELL APPLING, JR.
SECRETARY OF STATE

RECEIVED
JUN 28 1961
OREGON
STATE HIGHWAY COMMISSION

ROGUE EQUIPMENT SALES, Inc.
CONSTRUCTION, LOGGING AND MILL SUPPLIES ★ NEW AND USED EQUIPMENT
2920 NORTH PACIFIC HIWAY • MEDFORD, OREGON • TELEPHONE SPring 3-4593

June 22, 1961

Oregon State Hiway Dept.
Attention: Mr. Floyd Query
Salem, Oregon

RE: NOTICE OF FILING CLAIM
Job: Blaisdell and Stone Cont.
BRIGGS CAMP, DIAMOND LAKE, OREG.

Dear Mr. Query:

On advise of our attorney, I am herewith filing notice of claim for payment of explosive supplies furnished the above contractors on the above mentioned State job for the year of 1960. In as much as this job is nearing it's completion and we have not heard from the above Company as to their intentions of paying us what is due, we feel that we should at this time file notice of our claim with your office.

In December of 1960 at the close of our calender year, Blaisdell and Stone owed us for explosives in the amound of $3796.25. In January, 1961, as they said they would do, they sent us a check for $1000.00, leaving a balance of $2796.25. We have since added interest to this balance at the rate of 8% simple, to the account for carrying charges, and the present balance due and owing us is $2852.17.

Theexplosive merchandise delivered on the job sight to Blaisdell and Stone, was delivered in good faith and we expect payment for same. At no time has their ever been any argument or complaint from Blaisdell and Stone as to our price's, our service, or anything else.

We would appreciate a letter of acknowledgment from your office on receipt of this, NOTICE OF CLAIM.

Very Truly Yours,
Rogue Equipment Sales, Inc.
C Wayne Chase
By: C. Wayne Chase

COPY TO: Blaisdell and Stone
and
United Pacific Ins. Co.

RECEIVED
JUN 23 1961
OREGON
STATE HIGHWAY COMMISSION

Serving the Lumber Industry

RECEIVED
JUN 28 1961
FOR FILING

5747

Salem, Oregon
June 23, 1961

Contract No. 5747
Blaisdell & Stone
Grading
Briggs Camp-Bear Creek Road,
North Umpqua Road
Douglas County

C. H. Maison
Auditor

Attention: John Herr

I received a telephone call today from Mr. Mansfield, Agent for the United Pacific Insurance Company, requesting that present and future payments to the above referenced contract be held up until we receive further information from the surety.

Please withhold present and future payments.

C. W. Head
Assistant Secretary

CWH:rj

NOTED ON CARD
dc

RECEIVED
JUN 23 1961
FOR FILING
[illegible]
5747

June 22, 1961

Oregon State Highway Commission

Request for Extension of Time
No. 1
July 26, 1961 Meeting

Gentlemen:

The contractor on the Briggs Camp-Bear Creek Road Section of the North Umpqua Road in Douglas County, Contract No. 5747, has requested an extension of contract time of 30 workdays. The original contract time was 90 workdays and the contractor has requested that this be extended to 120 workdays.

This contract is located in the vicinity of Diamond Lake, and the material is predominately pumice. A large culvert was backfilled with this material and subsequently washed out. The fill material was replaced with clay which was hauled in from another location.

In addition, the flume cover over the California-Oregon Power Company's power canal had to be redesigned due to objections from the power company, and the redesign was not completed until too late in the fall to do the work. Thus, time was lost this spring while waiting for the concrete to cure. The total lost time from the above reasons was about 34 days.

We recommend that an extension of time of 30 workdays be granted. This matter will be on the agenda for the July 26 meeting.

Very truly yours,

W. C. Williams
State Highway Engineer

cc Mr. Tom Edwards
CHB:fp ms

FORM E-30 90M 3-61 34397

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 20, 1961

SUBJECT: Request for Extension of Time
Briggs Camp-Bear Creek Road Sec.
Douglas County
Contract No. 5747

To:
Mr. Forrest Cooper
Deputy State Highway Engineer
OFFICE

Attached is a request from the contractor on this project for an extension of time of 30 days from the original 90 workdays to 120 workdays.

The project is located in the Diamond Lake area where the material is predominately pumice. This material, when used to backfill around a large culvert, allowed seepage around the culvert and the fill washed out. The fill was replaced with a clay material from another source, and the contractor lost time due to both the diversion of equipment from his grading and the fact that he could not haul across the stream in which the culvert was located. Most of the delay was due to the diversion of equipment; the total lost time for this reason was 10 days.

In addition to the above, the flume cover over the COPCO canal had to be re-designed due to objections from COPCO, and by the time the redesign was completed, it was too late in the fall to do the work. The first order to business in the spring was to pour the new flume walls, and then place the deck slabs. This work required 24 days total time.

Thus, a total of 34 days were required on work which represented changes from the originally contemplated project. We therefore recommend an extension of 30 days be granted. If you concur, the request should be submitted to the Highway Commission. The anticipated completion date of this project is July 15, which will require the 30 days requested by the contract. A

A rough draft of a letter to the Commission is attached.

This is a State-County project with no Federal-Aid involved.

Tom Edwards
Construction Engineer

By C H Baker
C. H. Baker
Ass't. Field Construction Engineer

RECEIVED
JUN 21 1961
OFFICE OF
STATE HIGHWAY ENGINEER

CHB:fp
Enc.

RECEIVED
[illegible] 1960
FOR FILING
340-1070
5747

W. C. WILLI

FORM E-123-[illegible] 1-60

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

August 24, 1960

American Bridge Shiffler Plant
115 51st Street
Pittsburgh 1, Pennsylvania

ATTENTION: Mr. J. L. Lewis

Gentlemen:

Enclosed find one copy each of the prints for the sectional plate pipe installations on the Briggs Camp-Bear Creek Road Section of the North Umpqua Highway in Douglas County, Oregon. This is our Contract No. 5747 and your customers order No. P-161.

The fabrication details have been approved by the Oregon State Highway Department.

Very truly yours,

W. C. Williams
State Highway Engineer

By
F. B. Klaboe
Field Construction Engineer

Enclosures

FBK:fp

cc W. C. Williams
F. D. Morgan

Shirley G. Stone
2331 S. W. Country Club Road
Oswego, Oregon

RECEIVED
[illegible]
ENGINEER

RECEIVED
FORM R-125
AUG 8 - 1960
FOR FILING

210-1070

5747

A

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

August 8, 1960

Blaisdell & Stone
2351 SW Country Club Road
Oswego
Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission:

Contract #5747, awarded July 8, 1960, for grading the Briggs Camp-Bear Creek Road Section of the North Umpqua Road in Douglas County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

ds
Encl.

NOTED
[illegible] JONES

5749

NOTED
H. S. COX

July 6, 1960

Douglas County Court
Courthouse
Roseburg, Oregon

NOTED
Harold C. Ayers

Gentlemen:

On June 30 a satisfactory bid was received from George E. Blaisdell & Son Construction Company of Gresham for construction of the Briggs Camp-Bear Creek Road Section on FAS 253. As per agreement between county and state, the following advance deposit is required of the county prior to awarding a contract:

Bid Items	$224,778.00
Anticipated Additional Items	
Flagging	100.00
Signing	200.00
Move Power Poles	1,500.00
	$226,578.00
Engineering & Contingencies, 12½%	28,322.50
Estimated Total Cost.	$254,900.25
County Advance Deposit, 100%. . .	$254,900.00

Please make this advance deposit by means of a check or warrant in the amount of $254,900 payable to the Oregon State Highway Commission, forwarding same to this office.

Very truly yours,

W. C. Williams
State Highway Engineer

By

H. S. Cox
Assistant County & City Relations Engineer

HSC:mm

Check delivered in person
by Comm. E. Metzger to
J. Graham.

RECEIVED
JUN 30 1960
FOR FILING

Const
RW
Co. Rds - Douglas

June 30, 1960

Huron W. Clough, Commissioner
Douglas County Court
Court House
Roseburg, Oregon

Dear Sir:

We received your letter of June 24 concerning the Cooperative Agreement covering the Briggs Camp-Bear Creek Section of the North Umpqua Road. This agreement is dated June 2, 1960.

We are sorry to have overlooked this matter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

rn

E. R. METZGER, COUNTY COMMISSIONER
V. T. JACKSON, COUNTY JUDGE
HURON W. CLOUGH, COUNTY COMMISSIONER

CHARLES DOERNER, CLERK
MORRIS C. BOWKER, ASSESSOR
BERT LAURANCE, TREASURER
FRED M. DARBY, SURVEYOR

AVERY W. THOMPSON, DISTRICT ATTORNEY
IRA C. BYRD, SHERIFF
DR. C. H. BABBITT, CORONER

DOUGLAS COUNTY
ROSEBURG, OREGON

June 24, 1960

Oregon State Highway Commission
State Highway Building
Salem, Oregon

Attention: Floyd Query, Secretary

Gentlemen:

We have received the fully executed copy of the Cooperative Agreement covering the Briggs Camp-Bear Creek Section of the North Umpqua Road.

Our copy was not dated. Will you please supply us with the date of the agreement so that our record will be complete?

Very truly yours,

DOUGLAS COUNTY COURT

Huron W. Clough
Huron W. Clough,
Commissioner

lt

Keith Nelson
what was the date?
FQ

RECEIVED
JUN 29 1960
OREGON
STATE HIGHWAY COMMISSION

NOTED
H. S. COX

6-22-60

Oregon State Highway Commission
State Highway Building
Salem, Oregon

Attention: County & City Relations Division

Subject: Federal Aid Project No. State

Highway No. FAS 253

Name of Project Briggs Camp-Bear Creek Road Section

Gentlemen:

We hereby certify that, to the best of our knowledge and belief, all rights-of-way or rights of entry for the above-referred to Federal-aid project have been secured.

Dated at ____________, Oregon, this ________ day of June, 1960.

Douglas County Court

V T Jackson
Judge

Commissioner

Commissioner

File# 31318
Map# 8B-18-3

RECEIVED
1960

RECEIVED
AUG 3 - 1960
FOR FILING

210-1070

5747

5747

MISC. CONTRACTS and
AGREEMENTS No. 2259

Salem, Oregon
June 8, 1960

Cooperative Construction Agreement
Briggs Camp-Bear Creek Section
North Umpqua Road (FAS 253)
Douglas County

Mr. C. G. Swenson
City & County Relations Engineer
Office

Attention: Mr. John D. Graham
Office Engr., County & City Relations

Attached is a conformed copy of a cooperative construction agreement with Douglas County covering the Briggs Camp-Bear Creek Section of the North Umpqua Road (FAS 253) in Douglas County.

A fully executed copy of the above agreement has been retained in this office for the Commission's files and one fully executed copy has been sent to the County Court of Douglas County.

Secretary

rn
Attach: 1

FORM E-30X 50M 7-59 22125

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 1, 1960

To: Mr. G. S. Paxson
OFFICE

SUBJECT: Cooperative Construction Agreement
Briggs Camp-Bear Creek Section
North Umpqua Road (FAS 253)
Douglas County

Attached are three copies of an agreement covering the subject project. Two copies have been executed by the Court and are now ready for signature by the Highway Commission. Both copies require your signature of approval.

John D. Graham
John D. Graham
County & City Relations Office Engineer

JDG:mm
Att.

RECOMMENDED FOR APPROVAL
G S Paxson
Assistant State Highway Engineer

RECEIVED
1960
FOR FILING

June 8, 1960

County Court of Douglas County
Court House
Roseburg, Oregon

Gentlemen:

We are enclosing for the records and files of Douglas County a fully executed copy of a Cooperative Construction Agreement between the State Highway Commission and Douglas County covering the Briggs Camp-Bear Creek Section of the North Umpqua Road (FAS 253) in Douglas County.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

rn
Enc.

RECEIVED
JUN - 2 1960
FOR FILING

[illegible]
[illegible]
[illegible]

Douglas

R

June 2, 1960

Oregon State Highway Commission

Gentlemen:

There will be before you at the Commission meeting June 2 and 3 an agreement between the State and Douglas County covering the construction of the Briggs Camp-Bear Creek Section of the North Umpqua Road in Douglas County. Under this agreement the State prepares the plans and specifications and supervises the construction. All costs, including the construction cost and engineering, will be borne by Douglas County. The County will deposit with the State the estimated cost prior to the award of contract.

We have handled projects on this North Umpqua (county) Road in this way in the past and I would recommend your approval of the agreement.

Very truly yours,

W. C. Williams
State Highway Engineer

cc to: Mr. G. S. Paxson
Mr. R. L. Porter
Mr. Tom Edwards
Mr. C. H. Maison
Mr. C. C. Swenson

GSP:gm ae

NOTED
H. S. COX

NOTED
C. G. SWENSON

May 31, 1960

NOTED
Harold C. Ayers

Mr. Elmer Metzger
Douglas County Commissioner
Courthouse
Roseburg, Oregon

Dear Mr. Metzger:

Herewith are three prints of Right-of-way Map No. 8B-18-3 covering right-of-way required for the Briggs Camp-Bear Creek Road Section of the North Umpqua Road, FAS 253. Please note a road approach to be constructed outside of the right-of-way opposite Station 1118+50.

Herewith also three copies of a right-of-way certificate. When this right-of-way has been acquired, will you please so certify by signing two of the copies and return same to this office.

Very truly yours,

W. C. Williams
State Highway Engineer

By

C. G. Swenson
County & City Relations Engineer

CGS:mm
Encl.

cc: Dave Mohring

E. R. METZGER, COUNTY COMMISSIONER
V. T. JACKSON, COUNTY JUDGE
HURON W. CLOUGH, COUNTY COMMISSIONER

CHARLES DOERNER, CLERK
MORRIS C. BOWKER, ASSESSOR
BERT LAURANCE, TREASURER
FRED M. DARBY, SURVEYOR

AVERY W. THOMPSON, DISTRICT ATTORNEY
IRA C. BYRD, SHERIFF
DR. C. H. BABBITT, CORONER

DOUGLAS COUNTY
ROSEBURG, OREGON

May 25, 1960

Oregon State Highway Department
State Highway Building
Salem, Oregon

Gentlemen:

We are returning the two copies of the agreement for construction of the Briggs Camp-Bear Creek Road Section of the North Umpqua County Road which have been signed by the Court.

Very truly yours,

Al H May

Al H. May, lt
County Engineer

lt

RECEIVED
[illegible] 1960
[illegible]

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RECEIVED
JUN [illegible] 1960
FOR FILING
FORM E-30 25M 9-51 62315

Const
Re
Co. Rds. - Douglas

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 11, 1960

SUBJECT:

821

To:

Mr. G. S. Paxson
Assistant State Highway Engineer

Re: Cooperative Construction Agreement
Briggs Camp-Bear Creek Road Section North Umpqua County Road
Douglas County

OFFICE

Attached please find six copies of above captioned agreement requested by your department. You will note that only one of the copies has the exhibit attached, therefore it will be necessary for you to supply exhibits for the remaining five copies. Extra copies of the agreement are available in this office.

Leonard W. Pearlman
LEONARD W. PEARLMAN
Staff Attorney

LWP:ab
Attachments
cc: George Rohde

RECEIVED
[illegible] 1960

R[illegible]
[illegible] 1960

RECEIVED
[illegible] 1960
FOR FILING
Const
RW
Co. Rds - Doug.

NOTED
W. C. WILLIAMS

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 15, 1960

SUBJECT: Briggs Camp-Bear Creek Road Section
N. Umpqua Road
FAS 253, Douglas County

To: Mr. Tom Edwards
O F F I C E

Attention: Mr. Hill Young

On the subject grading project, which will be constructed with county funds and contracted by the State Highway Department, the county had originally planned to ask the Forest Service to hold a timber sale for the clearing area. They have now decided to purchase the timber from the Forest Service themselves and to make the logs the property of the grading contractor.

C. G. Swenson
County & City Relations Engineer

By

Verne R. Jones
Field Engineer

VRJ:mm

cc: Forrest Cooper ✓
F. D. Morgan

RECEIVED
APR 15 1960
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
APR 12 1960
FORM E-30X—50M—6-58—13046
FOR FILING

Const
RW
Co. Rr-Doug.

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE
Salem, Oregon
April 8, 1960

SUBJECT: Briggs Camp-Bear Creek Road Section
FAS 253, N. Umpqua Road, Douglas County

To: ~~Mr. Tom Edwards~~
~~OFFICE~~

~~Attention: Mr. Hill Young~~

The location survey data for the subject named project has been received and a conference was held with the Douglas County Court. The county decided to request the preparation of pland and specifications and the awarding of a contract for grading by the state highway department. They also requested the highway department to provide the construction engineering at county expense. An agreement will be prepared to provide that the county will make an advance deposit covering the full cost of the project, plus engineering, prior to the award of a contract. The county will set clearing stakes as soon as possible so that the Forest Service can conduct a timber sale before letting the contract.

The county has indicated that it will use its expected 1962-1963 FAS funds for surfacing and paving the Bear Creek Road-Cascade Lakes Junction Section and the Briggs Camp-Bear Creek Road Section.

This has been discussed with Mr. Cooper and has his approval.

C. G. Swenson
County and City Relations Engineer

By

Verne R. Jones
Verne R. Jones
Field Engineer

RECEIVED
APR 11 1960
OFFICE OF
STATE HIGHWAY ENGINEER

VRJ:mm
cc: Forrest Cooper ✓
F. D. Morgan

NOTED
[illegible] COOPER

NOTED
V. R. JONES

NOTED
H. S. COX

April 8, 1960

Mr. Al H. May
Douglas County Engineer
Courthouse
Roseburg, Oregon

NOTED
Harold C. Ayers

Dear Mr. May:

Enclosed is a print of the construction map of the Briggs Camp-Bear Creek Road Section of the North Umpqua Road. This is for your use in staking clearing limits for the proposed timber sale on this project. The transit notes and a clearing chart are at the state highway division office in Roseburg.

Very truly yours,

C. O. Swenson
County and City Relations Engineer

By

Verne R. Jones
Field Engr., County & City Relations

VRJ:mm
Encl.

cc: Mr. F. D. Morgan, Div. Engr., Roseburg

NOTED
JOHN D. GRAHAM

NOTED
V. R. JONES

NOTED
Harold C. Ayers

NOTED
C. C. SWENSON

Salem, Oregon
August 25, 1959

Cascade Lakes Highway-Briggs Camp Section
FAS 253, Douglas County

Mr. Tom Edwards
OFFICE

File: County Proj, FAS 253
Briggs Camp-Bear Cr

NOTED
JOHN D. GRAHAM

Douglas County Commissioner Elmer Metzger is a telephone call this date, plus in numerous previous conversations, advised that the county is very desirous of splitting the subject named project into two parts for grading. One section would extend from the Cascade Lakes Junction westerly across Lake Creek, a distance of approximately 3 miles, and the other section would be from Lake Creek westerly to the project end.

According to Mr. Metzger the first section from the Cascade Lakes Junction to Lake Creek will generally follow the existing road and the county would like to place this section under contract as soon as possible so that it could be graded this year as only light grading is involved. This would permit the placing by the county of 14,000 cubic yards of crushed rock which is available to the county from the Forest Service and the paving of this section next year.

The second section from Lake Creek west will be on new alignment and would be contracted in 1960. Due to the short construction season the county feels it would delay the completion of the over-all project by a year if both sections were treated as one project and contracted in 1960.

In the event our bid lettings on federal-aid projects are still being held up, Mr. Metzger advised that they would be willing to put up 100% county funds for the Cascade Lakes Junction-Lake Creek Section, grading, if the survey of this section could be completed in the near future.

John F. Hagemann
Assistant County & City Relations Engineer

JFH:mm

cc: W. C. Williams

S-160(3) Albany-Grand Prairie Pav. 1960
Proj. on Cox Cr. Rd.
#5748

MYA
237
6-21-60

OREGON STATE HIGHWAY DEPARTMENT

INVOICE

DATE	BILLING REQ. NO.	YOUR ORDER NO.	CREDIT DISTRIBUTION	
6-28-61	OC-701		522-1098-297	NOTED C. G. SWENSON

Contract 5948
S-160 (3)

Linn County
Albany, Oregon

Attention: County Court

INVOICE NUMBER 70171

MAKE CHECKS PAYABLE TO
THE OREGON STATE HIGHWAY DEPARTMENT

SEND REMITTANCE TO:
OREGON STATE HIGHWAY DEPARTMENT
STATE HIGHWAY BUILDING
SALEM, OREGON

DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE
Final billing: Albany-Grand Prairie Section, FAS 576. Covered by agreement dated June 4, 1960.			
Original advance deposit		$ 6,200.00	
Less amount previously transferred		4,900.00	$ 1,300.00
County share cost as per attached statement		$ 5,228.98	
Less amount previously transferred		4,900.00	$ 328.98
To be refunded			$ 971.02

RECEIVED
JUN 28 1961
ENGINEER
COUNTY & CITY RELATIONS

ACKNOWLEDGMENT OF BILLING REQUEST

A 150 (REVISED 7-60)

FORM E-128-X 50M 1-61

COMMISSIONERS
M. K. MCIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

June 29, 1961

Linn County Court
Courthouse
Albany, Oregon

Gentlemen:

Final costs are now available for the following contracts as shown in the attached cost statements:

file

FAS	Contract #	Section	Agreement Date	Refund
228	5603	Brush Creek Bridge	1/11/60	$310.55
576	5748	Albany-Grand Prairie	6/4/60	328.98
772	5544	Muddy Creek Bridge	7/14/59	154.83
773	5755	Harrisburg-Alford Junction	6/4/60	819.33

In accordance with the respective agreements, these refunds are due the County and will be made by our accounting division within the next few days.

Very truly yours,

W. C. Williams
State Highway Engineer

By

V. R. Jones
County and City Relations Field Engineer

VRJ:mm
Att.

RECEIVED
JUN 19 1961
FOR FILING

~~Albany-Grand Prairie~~
Contract No. 5748

W.C. Williams

May 24, 1961

NOTE:
W. C. WILLIAMS

FINAL COST ANALYSIS
Paving
Contractor: Morse Brothers
Resident Engineer: S. F. Walters

Prefix No. 522-1098
Project No. S-160(3)

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
3/4"-0 Mat'l in Base	790	Cu. Yd.	2.50	2.20	1,734.05	1,975.00
Sprinkling	18	M-Gal.	3.00	3.00	53.97	54.00
RS-2 Asphalt	.6	Ton	50.00	75.60	45.36	30.00
Class "B" Asphaltic Concrete	3,881.205	Ton	5.50	5.45	21,141.38	21,346.63
Extra for Paving Approaches	53	Each	25.00	21.30	1,128.70	1,325.00
PA#1 RS-2 Asphalt in Binder	8.8	Ton	50.00	50.77	446.78	440.00
PA#2 3/4"-0 Mat'l in Binder	72	Cu. Yd.	3.00	2.45	176.14	216.00
Force Account					302.27	302.27
					$25,028.65	$25,688.90

Gross Revenue	$ 25,688.90
Total Cost	25,028.65
Net Profit	$ 660.25

Net Profit equals 2.6% of Gross Revenue

DETAIL OF COSTS - Contract No. 5748

Labor:		
Labor	$ 3,444.94	
Labor Insurance	292.82	
Health, Welfare and Pension	155.02	$ 3,892.78
Materials:		
RS-2 Asphalt	330.48	
Amt.pd.for 3/4"-0 Rock, Commercial Plant	1,167.30	
Amt.pd.for Class "B" Mix, Commercial Plant	15,524.40	17,022.18
Equipment Rental & Miscellaneous Supplies:		
Equipment Rental, Owned	1,843.50	
Equipment Rental, Hired	635.98	
Gas, Oil and Grease	423.90	
Bond	162.44	
P.U.C.	47.50	
P.L. and P.D. Insurance	55.56	
Small Tools and Miscellaneous Supplies	45.70	
Home Office and General Overhead	899.11	4,113.69
	TOTAL COST	$ 25,028.65

Remarks - Contract No. 5748

This was a "Federal Aid Secondary Project" calling for paving 1.27 miles of highway roadbed on the Albany-Grand Prairie Section of the Cox Creek Road in Linn County.

The contract was bid June 30, 1960, awarded July 8th. Work started September 29th and the project was completed October 17, 1960.

The grading and a portion of the stone base construction was performed by the Linn County forces.

The contractor moved in one grader and oiling equipment and started preparing base and laying the binder course on September 29th. The 3/4"-0 base and 3/4"-0 binder rock was furnished from the contractor's commercial plant, hauled with owned and hired trucks and processed with contractor's equipment.

The Class "B" asphaltic concrete was produced at the contractor's plant near Albany, hauled to the project with owned and hired trucks and processed with the contractor's equipment. Good progress was made on the project.

The contractor had only fair bid prices, good equipment and personal supervision, realizing only a small profit.

M.N. Juve
Chief Cost Analyst

By

George Kayser

RECEIVED
DEC 15 1960
FOR FILING

8-160 (3)

5748

December 14, 1960

General Insurance Co. of America
Portland Service Office
209 SW 4th Avenue
Portland 4, Oregon

Gentlemen:

State Highway contract #5748 for paving the Albany-Grand Prairie Section of the Cox Creek Road in Linn County was completed by the contractor, Morse Brothers, on October 17, 1960, and was formally accepted by the Highway Commission on November 3, 1960.

Final payment in the amount of $761.60 will be released to the contractor on or after December 23, 1960. The total contract amount is $25,688.90, of which amount $302.27 represents force account items.

The State is not aware of any unpaid claims for labor or material and assumes no responsibility for such claims should there be any.

This notice is sent as your company appears as surety on the performance bond furnished by the contractor on this project.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

do

cc: Morse Brothers
P. O. Box 266
LEBANON
OREGON

NOTED
C. G SWENSON

NOTED
H. S. COX

November 22, 1960

Linn County Court
Courthouse
Albany, Oregon

Project S-160(3)

Gentlemen:

This is to advise you that work on the Albany-Grand Prairie Section on FAS 576 in Linn County was completed October 17, 1960.

Under the terms of the agreement dated June 10, 1960, the County assumed maintenance of and continued jurisdiction over the above project as of the date of completion.

Very truly yours,

W. C. Williams
State Highway Engineer

By

C. G. Swenson
County and City Relations Engineer

CGS:mm

cc: Mr. Walter W. Larsen, County Engineer

Form E-1—(Rev.)—

S-16C(3)

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending Oct. 22, 1960

Section Albany-Grand Prairie

Highway Cox Creek Road County Linn

Contractor Morse Bros

Date of contract July 8, 1960

Date work started Sept. 29, 1960

Project authorization $30,693.38

Exclusive of engineering $28,510.74

Kind of work Paving

Section prefix 522-1098

Contract number 5748

Specified work days 60

Work days used 49

Per cent of time elapsed 82 %

Estimated cost of completed project, exclusive of engineering $27,500

Estimated per cent overrun or underrun -3 %

Per cent of contract completed, based on estimated cost 100 %

Engineering authorization $2,182.64

Engineering cost to date $1,000, 50 %

Date project was completed Oct. 17, 1960

ESTIMATED PER CENT COMPLETE

CLEARING	DRAINAGE	GRADING	STRUCTURES	BASE	OIL AND/OR PAVE.	MAT'L PROD.
				100	100	

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, etc.:

Contractor finished placing 3/4-0 rock on shoulders Mon.

Job complete

Final Report

NOTED
[illegible] OAKES

CONSTRUCTION DIVISION
RECEIVED
OCT 24 1960
NOTED-- CE ACE ACE COE

Signed S. Mallie

Address Box 324, Albany

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project		1.29			1.29
Miles partially completed					
Miles completed		1.29			1.29
Total estimated quantities (contract)		680			4,350
Total quantities corrected to date		862			3,885
Estimated quantities moved or placed to date		862			3,885
Average daily quantities		600			700
Average daily quantities necessary to complete project on time		-			-
Number shifts per day		1			
Hours per shift		8			
Average force on project for week		5			

Men	3
Supervision	1
Men and trucks under 3 tons	
Men and trucks over 3 tons	1
Men and tractors	

Equipment used during week: Shovels ...., Power graders ..1...., Rollers .1...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Compaction rollers ...., . broom 1........, ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday	fair		
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

4

RECEIVED
OCT 21 1960
FOR FILING
S-160 (3)
5748

October 20, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on October 17, 1960, on Contract No. 5748, Albany-Grand Prairie Section, in Linn County, in connection with Federal Aid Project No. S-160(3).

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

DBP:sw

cc: Clarence G. Swenson

RECEIVED
OCT 31 1960
FOR FILING
S-160 (3)

5748

October 20, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was started on September 29, 1960, on Contract No. 5748, Albany-Grand Prairie Section, in Linn County, in connection with Federal Aid Project No. S-160(3).

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

DBP:sw

Contract 5748

8-22-60

RECEIVED
1960
FOR FILING

Monthly Transaction No. 8-106	Fo R-2 (5-29-57) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	te **Oregon** ✓
Project Report No. S-160 (3)	**FEDERAL-AID PROJECT AGREEMENT**	County **Linn**
5748		Project No. **S-160(3)**

The State, through its Highway Department, having complied with the terms and conditions set forth in the Federal-Aid Road Act, approved July 11, 1916 (39 Stat. 355), as amended and supplemented, and in the Regulations issued pursuant thereto by the Secretary of Commerce, relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein.

Project termini

Co. Rd. Albany City Limits S. 1.3 mi.
(Albany-Grand Prairie Junction Section)

Project classification or class of work	Effective date of authorization	Approximate length
Highway planning		
Preliminary engineering		
Rights-of-Way		
Construction	4-1-60	1.3
Other *(Specify)*		

FUNDS

Estimated total cost of project $ 30,011	Federal funds $ 18,000

The State further stipulates that pursuant to said Act and Regulations, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By
State Highway Engineer
(title)

By

(title)

By

(title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

~~By~~ **C. G. Polk**
Division Engineer

By: **R. C. Wright**
Administrative Manager

Date executed by Division Engineer **August 22, 1960**

USComm-DC 11169

August 17, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding two copies of project agreement, signed by the Highway Commission, for the Albany-Grand Prairie Section, Project No. S-160(3).

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

RNC:hb

July 27, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding four copies of estimate as a basis for project agreement for the Albany-Grand Prairie Section, Project No. S-160(3).

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

RNC:sw

Enc.

Oregon State Highway Department

Federal Aid Secondary
Project No. S-160(3)

ALBANY-GRAND PRAIRIE SECTION OF THE COX

ROAD IN LINN COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, July 27, 1960

Type Code 6201
Roadway (Sta. 5+08 to Sta. 73+00)(Contract No. 5748)

3/4" - 0 Material in Base	680	cu.yds.	$ 2.50	$ 1,700.00
Sprinkling	16	M-gals.	3.00	48.00
RS-2 Asphalt	3	tons	50.00	150.00
Class "B" Asphaltic Concrete	4,350	tons	5.50	23,925.00
Extra for Paving Approaches	50	only	25.00	1,250.00
				$27,073.00
Flagging (57 1/2% of Contractor's Cost)	All Required			210.00
	Subtotal			27,283.00
	10% Engr. & Cont.			2,728.00
		Total		$30,011.00

Length of Roadway.	1.267 Miles
Length of Roadway (No work).	0.019 Mile
Total length	1.286 Miles
Cost of Roadway Per Mile	$23,686.66

Federal Funds -	$18,000.00
State Funds -	6,005.00
County Funds -	6,006.00
	$30,011.00

State Funds for Const: Chap. 175, laws 1917; Chap. 31, laws 1920;
Chap. 529, laws 1939.
Funds for Maint: Chap. 529, laws 1939.

Note: Necessary funds have been deposited by Linn County with the Highway Department.

FORM E-123

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

4

RECEIVED
AUG 4 - 1960
FOR FILING

8160(3)

5748

August 3, 1960

Morse Brothers
P. O. Box 266
Lebanon
Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission:

> Contract #5748, awarded July 8, 1960, for paving the Albany-Grand Prairie Section of the Cox Creek Road in Linn County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

de

Encl.

OREGON STATE HIGHWAY DEPARTMENT

INVOICE

DATE	BILLING REQ. NO.	YOUR ORDER NO.	CREDIT DISTRIBUTION
7/27/60	cc 633		522-1098-297

NOTED
H. E. COX

NOT
Harold C. Ayers

INVOICE NUMBER 65838

Linn County
Albany, Oregon

Attn: County Court

MAKE CHECKS PAYABLE TO
THE OREGON STATE HIGHWAY DEPARTMENT

SEND REMITTANCE TO:
OREGON STATE HIGHWAY DEPARTMENT
STATE HIGHWAY BUILDING
SALEM, OREGON

DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE
Advance Deposit			$6,200.00
Partial transfer county advance deposit for Albany-Grand Prarie Section, FAS 576. Covered by agreement dated June 4, 1960.			4,900.00
To be retained			$1,300.00

ACKNOWLEDGMENT OF BILLING REQUEST

Cash Received with Request: $

By

A 150X (REVISED 5-60)

NOTED
Harold C. Ayers

NOTED
H. S. COX

NOTED
C. G [illegible]

July 21, 1960

Linn County Court
Courthouse
Albany, Oregon

NOTED
Harold C. Ayers

Gentlemen:

This is to acknowledge receipt of your advance deposit in the amount of $28,600 for the Albany-Grand Prairie, Brewster-Lebanon, and Harrisburg-Alford Junction Sections on FAS 576, 212, and 773 respectively. Contracts 5748, 5749, and 5755 have been awarded to Morse Brothers and Roy L. Houck & Sons' Corporation.

Enclosed are copies of the contracts for your files and also an additional set of plans and specifications for each project. If you should need additional plans or specifications, please advise and they will be furnished promptly.

Very truly yours,

W. C. Williams
State Highway Engineer

By

H. S. Cox
Assistant County & City Relations Engineer

HSC:mm
Encl.

FORM E-30X—50M—2-59—16180

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE
Salem, Oregon

July 8, 1960

To: Mr. R. L. Porter
Office Engineer
Building

SUBJECT: Advance Deposit
Linn County

We have received Linn County's advance deposit covering the county's share in the estimated total cost for construction of the Brewster-Lebanon Section of FAS 212 and the Albany-Grand Prairie Section of FAS 576.

These projects are now clear for award of a contract.

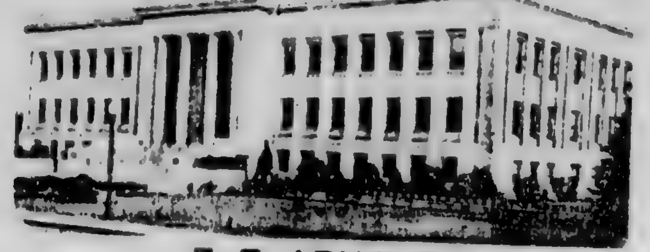
H. S. Cox
Assistant County & City Relations Engineer

JDG:mm

Contract 5918 [illegible]

FLOYD D. JENKS
COMMISSIONER

BURL INGRAM
COMMISSIONER



E. G. ARNOLD
COUNTY JUDGE, LINN COUNTY
ALBANY, OREGON

July 7, 1960

Oregon State Highway Commission
W.C. Williams, State Highway Engineer
Attention: H. S. Cox, Assistant
County and City Relations Engineer
Salem, Oregon

Gentlemen:

Enclosed you will find our warrant in the sum of $28,600 as per your billing to us in this amount, and the same is to cover cooperative cost in the Albany-Grande-Prarie and Brewster-Lebanon section and the Harrisburg-Alford-Junction section.

Yours very truly,

Linn County Court

E. G. Arnold
County Judge

Floyd D. Jenks
County Commissioner

Burl Ingram
County Commissioner

EGA:mh
Enc.

RECEIVED
[illegible]

NOTED
V. R. JONES

NOTED
H. S. COX

July 1, 1960

NOTED
Harold C. Ayers

Linn County Court
Courthouse
Albany, Oregon

Gentlemen:

On June 30 a satisfactory bid was received from Morse Brothers of Lebanon for paving of the Albany-Grand Prairie Section and the Brewster-Lebanon Section of FAS 576 and 212. A satisfactory bid was also received from Roy L Houck of Salem for paving the Harrisburg-Alford Junction Section of FAS 773. As per the agreements between county and state, the following advance deposits are required of the county prior to awarding of the contracts:

✓ Albany-Grand Prairie & Brewster Lebanon Sections

Bid Items	$ 92,102.00
Anticipated Additional Item Flagging	700.00
	$ 92,802.00
Engineering & Contingencies, 12½%	11,600.25
Estimated Total Cost.............	$104,402.25
County Advance Deposit: 20% of $104,402.25	$ 20,880.45

Harrisburg-Alford Junction Section

Bid Items	$ 33,945.00
Anticipated Additional Item Flagging	250.00
	$ 34,195.00
Engineering & Contingencies, 12½%	4,274.38
Estimated Total Cost.............	$ 38,469.38
County Advance Deposit: 20% of $38,469.38	$ 7,693.88
TOTAL ADVANCE DEPOSIT	$ 28,574.33 - say $28,600

Please make this advance deposit by means of a check or warrant payable to the Oregon State Highway Commission in the amount of $28,600, forwarding same to this office.

Very truly yours,

W. C. Williams
State Highway Engineer

H S Cox
By: H. S. Cox
Assistant County & City Relations Engineer

HSC:mm

RECEIVED
[illegible] 1960

FOR FILING

S [illegible](3)
5748

Salem, Oregon
June 21, 1960

MISC. CONTRACTS and AGREEMENTS No. 2237

FAS Project Agreement
FAS 576 and 212
Linn County

Mr. C. G. Swenson
City & County Relations Engineer
Office

Attention: Mr. John D. Graham
County & City Relations Office Engr.

Attached is a conformed copy of an agreement with Linn County covering the Albany-Grand Prairie Section and the Brewster-Lebanon Section of FAS 576 and 212, respectively, in Linn County.

A fully executed copy of the above agreement has been retained in this office for the Commission's files and one fully executed copy has been sent to the County Court of Linn County.

Assistant Secretary

rn
Attach: 1

FORM E-30X 50M 7-59 22128

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 14, 1960

SUBJECT: FAS Project Agreement
FAS 576 and 212
Linn County

To: Mr. G. S. Paxson
OFFICE

Attached are three copies of an agreement covering the Albany-Grand Prairie Section and the Brewster-Lebanon Section of FAS 576 and FAS 212, respectively, in Linn County. Two copies have been executed by the Court and are now ready for signature by the Highway Commission. Both copies require your signature of approval.

The projects were approved 1/28/60.

John D. Graham
County & City Relations Office Engineer

JDG:mm
Att.

RECOMMENDED FOR APPROVAL
G S Paxson
Assistant State Highway Engineer

AUTHORIZED BY HIGHWAY COMMISSION
DATE 1-28-60 Min Page 21
Lloyd Query
Secretary

FORM E-20X 30M 7-59 22125

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 14, 1960

SUBJECT: FAS Project Agreement
FAS 576 and 212
Linn County

To: Mr. G. S. Paxson
OFFICE

Attached are three copies of an agreement covering the Albany-Grand Prairie Section and the Brewster-Lebanon Section of FAS 576 and FAS 212, respectively, in Linn County. Two copies have been executed by the Court and are now ready for signature by the Highway Commission. Both copies require your signature of approval.

The projects were approved 1/28/60.

John D. Graham
County & City Relations Office Engineer

JDG:mm
Att.

RECOMMENDED FOR APPROVAL
G S Paxson
Assistant State Highway Engineer

AUTHORIZED BY HIGHWAY COMMISSION
DATE 1-28-60 Min Page 21
Floyd Query
Secretary

NOTED
V. R. JONES

NOTED
H. S. COX

NOTED
C. G. SWENSON

May 31, 1960

Linn County Court
Courthouse
Albany, Oregon

NOTED
Harold C. Ayers

Gentlemen:

Enclosed are two copies of an agreement and a set of plans ~~and specifications~~ in connection with the Albany-Grand Prairie Section and the Brewster-Lebanon Section of FAS 576 and 212 respectively, and also two copies of an agreement and a set of plans ~~and specifications~~ in connection with the Harrisburg-Alford Junction Section of FAS 773.

These agreements cover, among other things, state and county participation in costs and provide for an advance deposit to be made by the county after the low bid has been determined and prior to award of a contract. The estimated total cost of the Albany-Grand Prairie and the Brewster-Lebanon Sections is $108,571 and the estimated total cost of the Harrisburg-Alford Junction Section is $46,562; however, the low bids received plus 12½% for engineering and contingencies will be the basis for the county's advance deposit. Please treat these estimates as confidential.

The plans ~~and specifications~~ are for your information and records.

If satisfactory, please sign, have the county clerk attest with seal, and return all four signed copies to this office. After signature by the Highway Commission a fully executed copy of each agreement will be returned for the county's records. It would be appreciated if the signed agreements could arrive in Salem not later than June 15.

It is presently planned to accept bids for these projects on June 30.

Very truly yours,

W. C. Williams
State Highway Engineer

By

H. S. Cox
Assistant County & City Relations Engineer

HSC:mm
Encl.

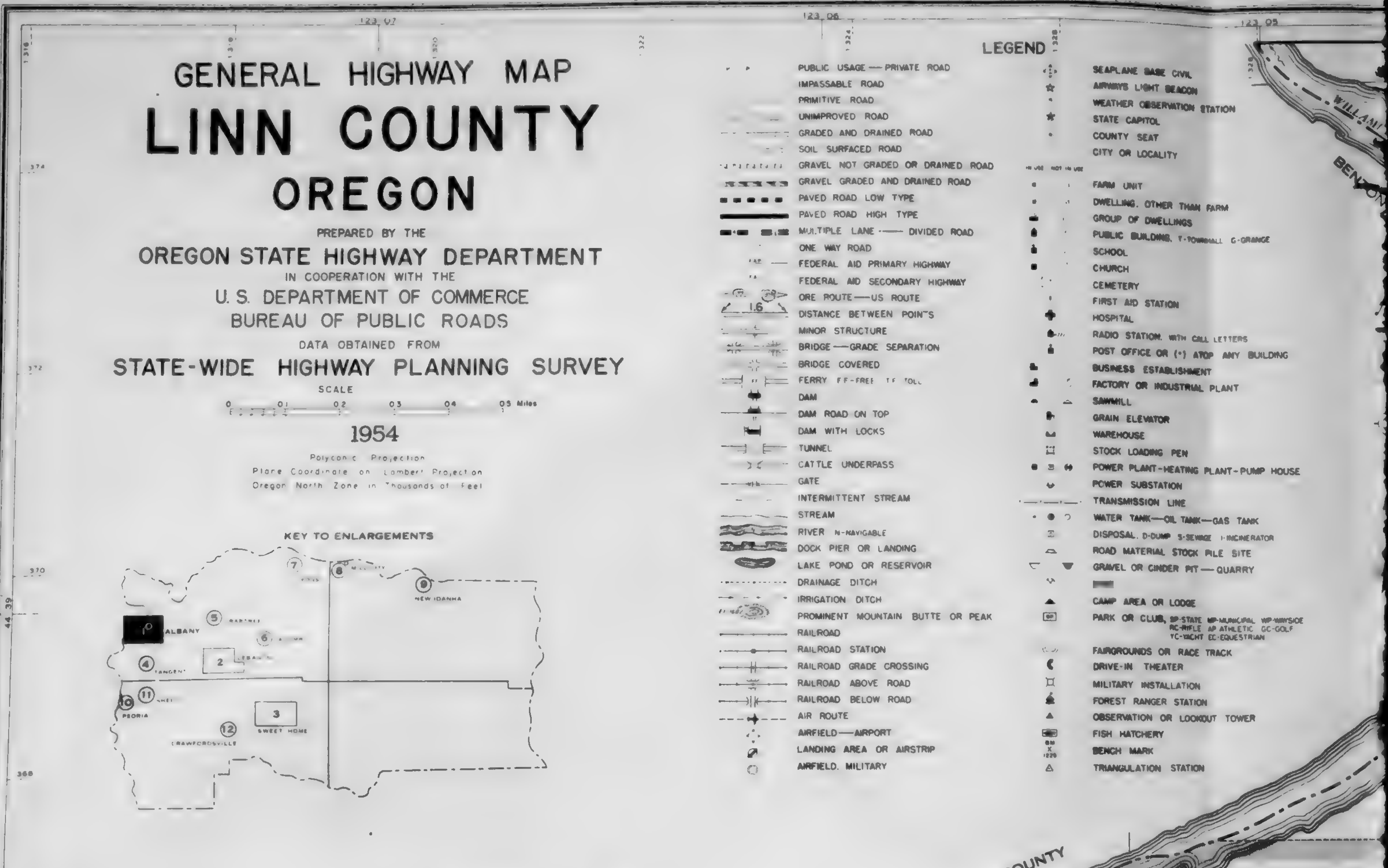
GENERAL HIGHWAY MAP
LINN COUNTY
OREGON

PREPARED BY THE
OREGON STATE HIGHWAY DEPARTMENT
IN COOPERATION WITH THE
U. S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DATA OBTAINED FROM
STATE-WIDE HIGHWAY PLANNING SURVEY

SCALE
0 0.1 0.2 0.3 0.4 0.5 Miles

1954

Polyconic Projection
Plane Coordinate on Lambert Projection
Oregon North Zone in Thousands of Feet



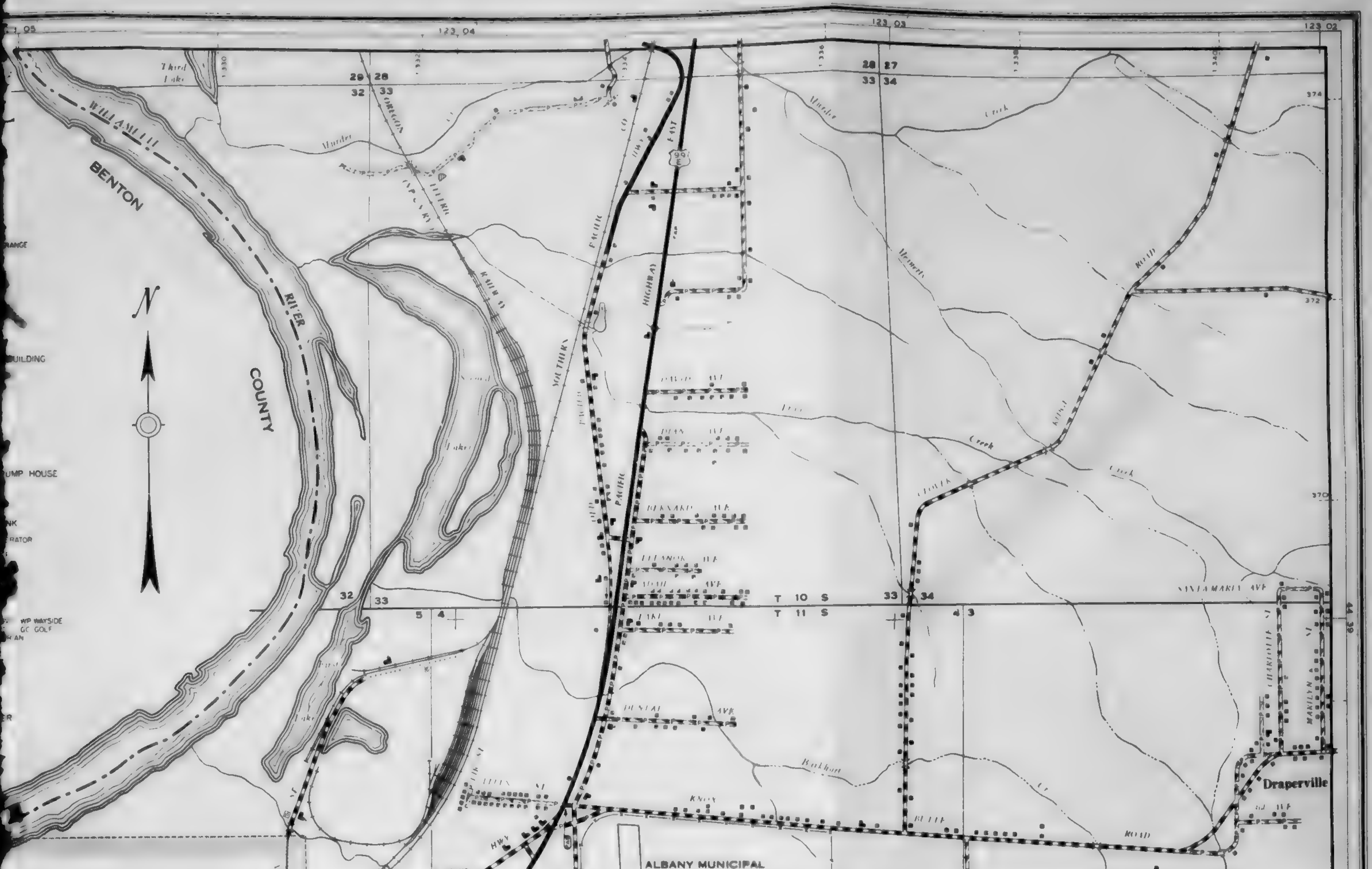
1360
1,010
660
FAS 576
125

LEGEND

- PUBLIC USAGE — PRIVATE ROAD
- IMPASSABLE ROAD
- PRIMITIVE ROAD
- UNIMPROVED ROAD
- GRADED AND DRAINED ROAD
- SOIL SURFACED ROAD
- GRAVEL NOT GRADED OR DRAINED ROAD
- GRAVEL GRADED AND DRAINED ROAD
- PAVED ROAD LOW TYPE
- PAVED ROAD HIGH TYPE
- MULTIPLE LANE —— DIVIDED ROAD
- ONE WAY ROAD
- FEDERAL AID PRIMARY HIGHWAY
- FEDERAL AID SECONDARY HIGHWAY
- ORE ROUTE — US ROUTE
- DISTANCE BETWEEN POINTS
- MINOR STRUCTURE
- BRIDGE — GRADE SEPARATION
- BRIDGE COVERED
- FERRY FF-FREE TF TOLL
- DAM
- DAM ROAD ON TOP
- DAM WITH LOCKS
- TUNNEL
- CATTLE UNDERPASS
- GATE
- INTERMITTENT STREAM
- STREAM
- RIVER N-NAVIGABLE
- DOCK PIER OR LANDING
- LAKE POND OR RESERVOIR
- DRAINAGE DITCH
- IRRIGATION DITCH
- PROMINENT MOUNTAIN BUTTE OR PEAK
- RAILROAD
- RAILROAD STATION
- RAILROAD GRADE CROSSING
- RAILROAD ABOVE ROAD
- RAILROAD BELOW ROAD
- AIR ROUTE
- AIRFIELD — AIRPORT
- LANDING AREA OR AIRSTRIP
- AIRFIELD, MILITARY
- SEAPLANE BASE CIVIL
- AIRWAYS LIGHT BEACON
- WEATHER OBSERVATION STATION
- STATE CAPITOL
- COUNTY SEAT
- CITY OR LOCALITY

IN USE NOT IN USE

- FARM UNIT
- DWELLING, OTHER THAN FARM
- GROUP OF DWELLINGS
- PUBLIC BUILDING, T-TOWNHALL G-GRANGE
- SCHOOL
- CHURCH
- CEMETERY
- FIRST AID STATION
- HOSPITAL
- RADIO STATION, WITH CALL LETTERS
- POST OFFICE OR (•) ATOP ANY BUILDING
- BUSINESS ESTABLISHMENT
- FACTORY OR INDUSTRIAL PLANT
- SAWMILL
- GRAIN ELEVATOR
- WAREHOUSE
- STOCK LOADING PEN
- POWER PLANT-HEATING PLANT-PUMP HOUSE
- POWER SUBSTATION
- TRANSMISSION LINE
- WATER TANK—OIL TANK—GAS TANK
- DISPOSAL, D-DUMP S-SEWAGE I-INCINERATOR
- ROAD MATERIAL STOCK PILE SITE
- GRAVEL OR CINDER PIT — QUARRY
- [illegible]
- CAMP AREA OR LODGE
- PARK OR CLUB, SP-STATE MP-MUNICIPAL WP-WAYSIDE RC-RIFLE AP ATHLETIC GC-GOLF YC-YACHT EC-EQUESTRIAN
- FAIRGROUNDS OR RACE TRACK
- DRIVE-IN THEATER
- MILITARY INSTALLATION
- FOREST RANGER STATION
- OBSERVATION OR LOOKOUT TOWER
- FISH HATCHERY
- BENCH MARK
- TRIANGULATION STATION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BENTON
COUNTY
WILLAMETTE
RIVER
N
Third Lake
ALBANY MUNICIPAL AIRPORT
Waverly Lake
ST JOHNS CEMETERY
LINN COUNTY 4-H FAIRGROUNDS
FAIRGROUNDS RD
Draperville
KNOX BUTTE ROAD
SANTIAM HIGHWAY
SANTIAM RD
PACIFIC HIGHWAY EAST
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ALBANY HWY
AIRPORT HWY
OLD PACIFIC HWY
FRONT AVE
PACIFIC ELECTRIC RY
SOUTHERN PACIFIC
OREGON ELECTRIC
GEARY STREET
WAVERLY DRIVE
TRUCK SCALES
SANTA MARIA AVE
Murder Creek
Cox Creek
Periwinkle Cr
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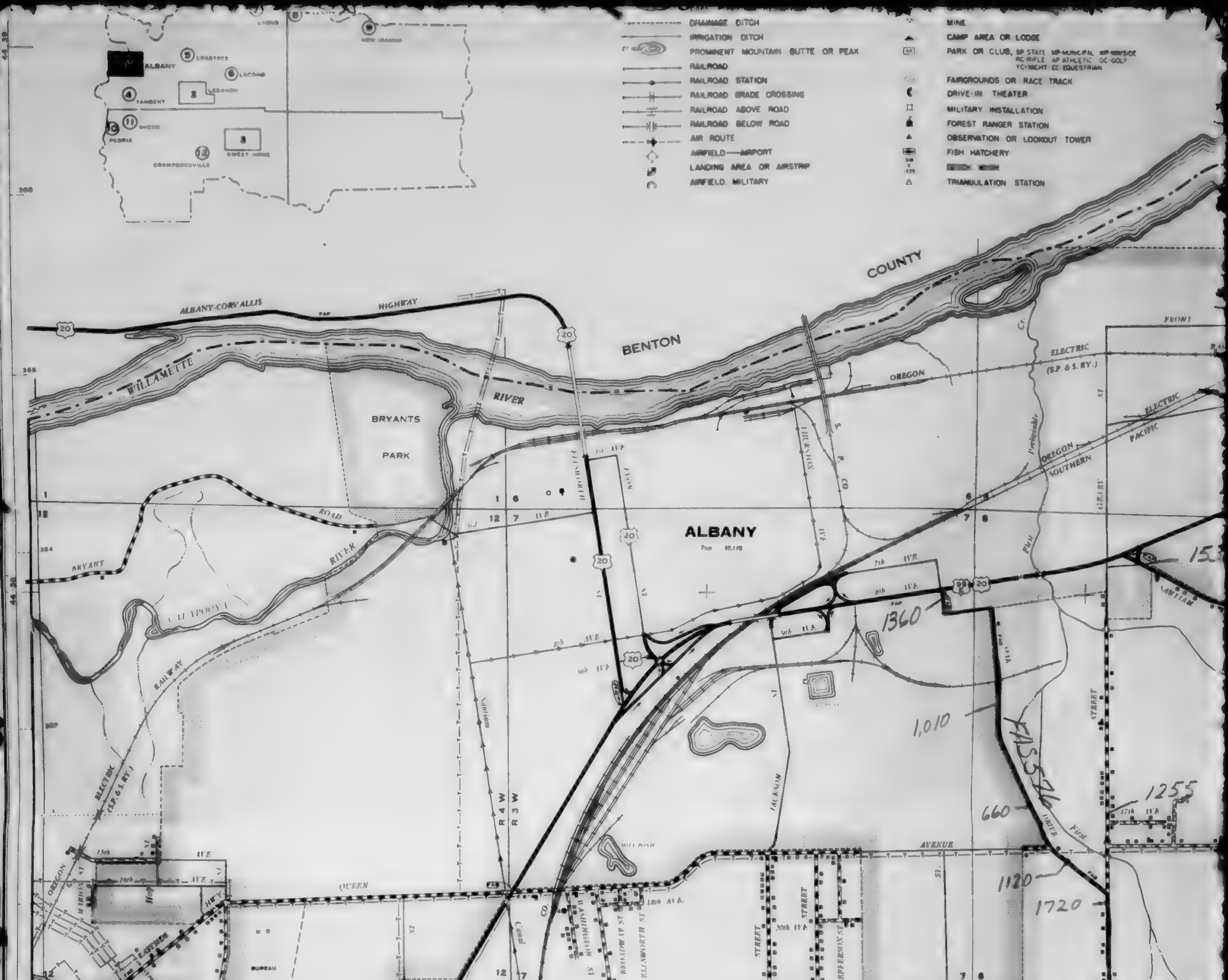
LYONS
NEW IDANHA
ALBANY
5 CRABTREE
6 LACOMB
2 LEBANON
4 TANGENT
11 SHEDD
10 PEORIA
12 CRAWFORDSVILLE
3 SWEET HOME
DRAINAGE DITCH
IRRIGATION DITCH
PROMINENT MOUNTAIN BUTTE OR PEAK
RAILROAD
RAILROAD STATION
RAILROAD GRADE CROSSING
RAILROAD ABOVE ROAD
RAILROAD BELOW ROAD
AIR ROUTE
AIRFIELD—AIRPORT
LANDING AREA OR AIRSTRIP
AIRFIELD, MILITARY
MINE
CAMP AREA OR LODGE
PARK OR CLUB, SP STATE MP MUNICIPAL WP WAYSIDE RC RIFLE AP ATHLETIC GC GOLF YC YACHT EC EQUESTRIAN
FAIRGROUNDS OR RACE TRACK
DRIVE-IN THEATER
MILITARY INSTALLATION
FOREST RANGER STATION
OBSERVATION OR LOOKOUT TOWER
FISH HATCHERY
[redacted]
TRIANGULATION STATION
BENTON
COUNTY
ALBANY-CORVALLIS
HIGHWAY
20
WILLAMETTE
RIVER
BRYANTS
PARK
ROAD
BRYANT
RIVER
CALAPOOYA
RAILWAY
ELECTRIC
(S.P. & S. RY.)
OREGON
ELECTRIC
(S.P. & S. RY.)
OREGON
SOUTHERN
PACIFIC
ELECTRIC
FRONT
ALBANY
S P CO
7th AVE
8th AVE
9th AVE
R 4 W
R 3 W
JACKSON
MILL POND
QUEEN
AVENUE
14th AVE
15th AVE
EASTERN
CORVALLIS
OREGON
HWY
U S
BUREAU
OF
MINES
WASHINGTON
BROADWAY ST
ELLSWORTH ST
STREET
STREET
JEFFERSON ST
20th AVE
24th AVE
26th AVE
HILL
STREET
21st AVE
24th AVE
GEARY
DRIVE
SANTIAM
WHEELER
EAST
PACIFIC
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PACIFIC
HOWARD
COOPER
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Oak
RIVER
CHICAGO ST
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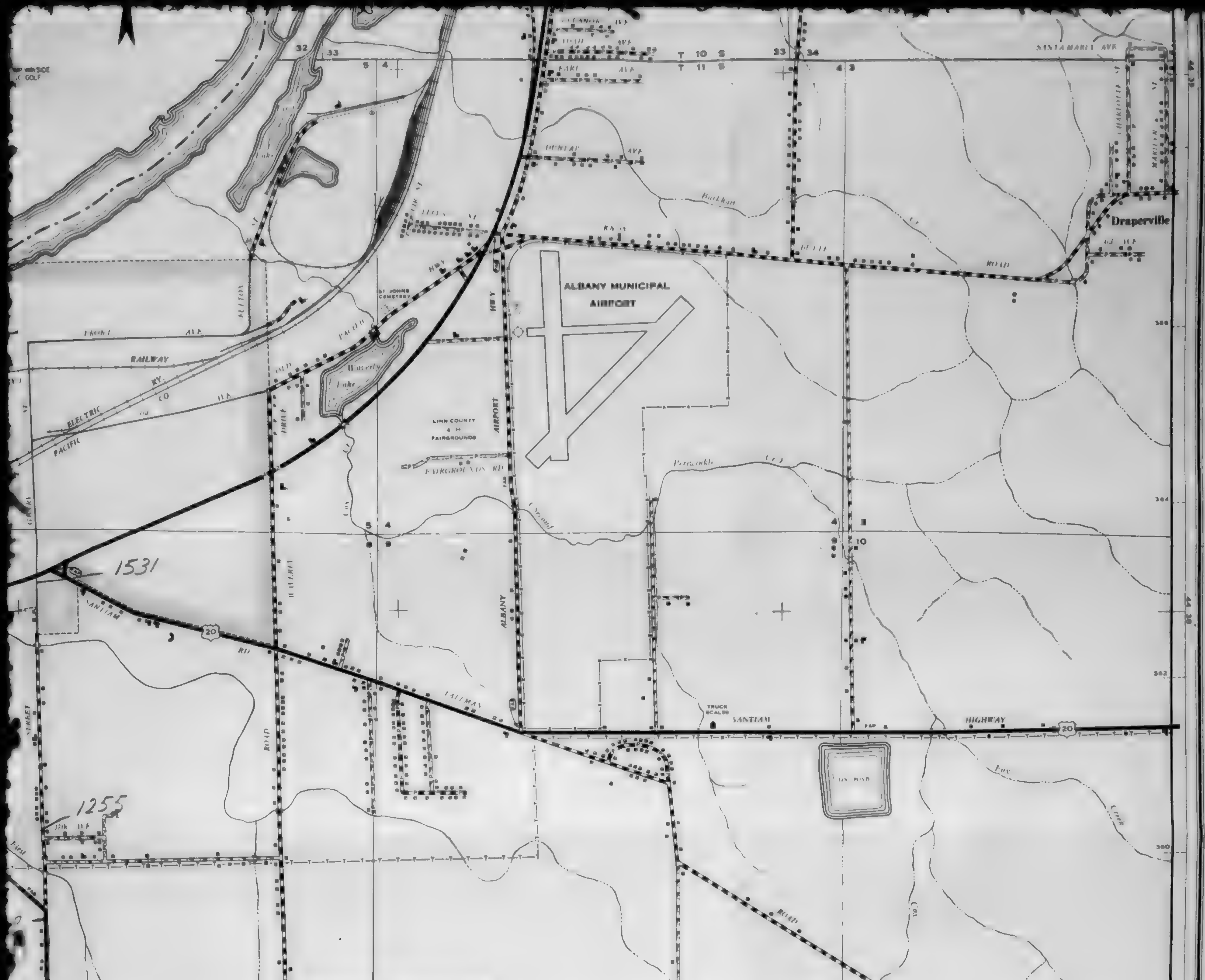


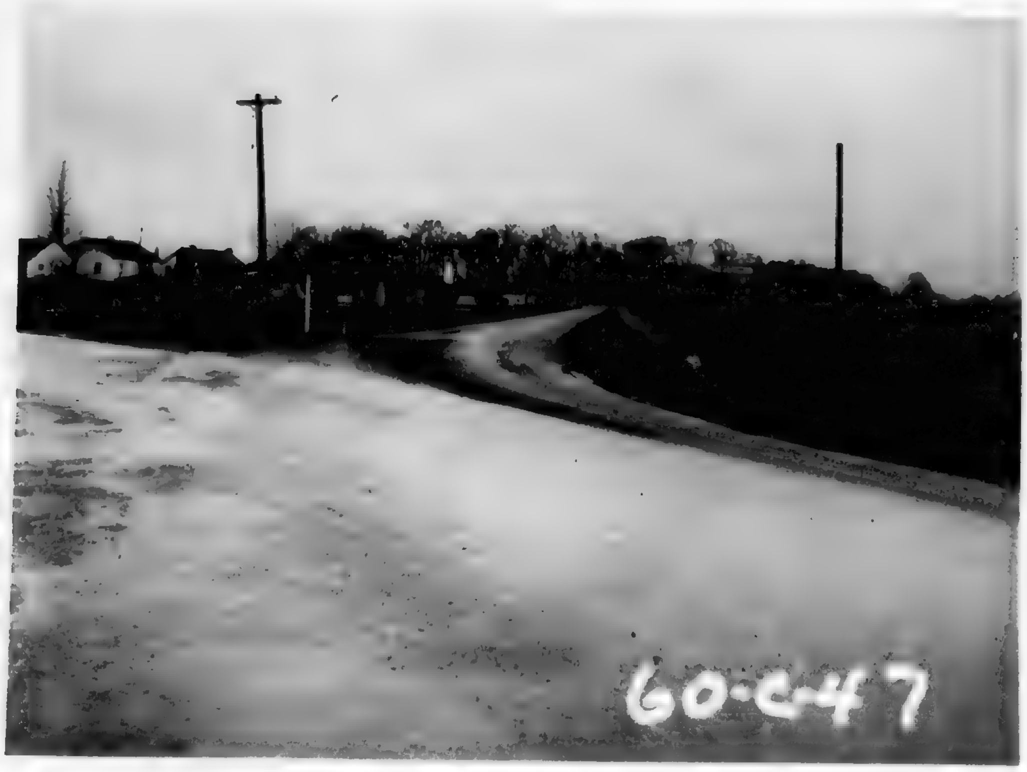
APPROVED MARCH 17, 1955

[illegible]

FAS 576 County Linn Contract No. ________

Section ________________________________

Location 60-C-47; Queen St. looking N



2/19/60

FAS 576 County Linn Contract No. ______

Section ______

Location 80-C-47 } Queen St. looking N

[illegible]

[illegible]

NOTED
C. G. SWENSON

NOTED
Harold C. Ayers

NOTED
V. R. JONES

Salem, Oregon
February 19, 1960

Mr. Tom Edwards
OFFICE

Brewster-Lebanon Section, FAS 212
Albany-Grand Prairie Jct. Section, FAS 576 X
Linn County

NOTED
John F. Hagemann

The field data for the subject-named projects has been examined and found to be generally consistent with the projects as proposed by the county and approved by the Highway Commission.

The following revisions in the field data are requested:

Brewster-Lebanon Section, FAS 212
Revise the southerly terminus from station 0+00 to the P.T. station of 1+52. This will eliminate the necessity of justifying a 56° curve to the B.P.R. and also conform to the project limits established in the initial project proposal.

X Albany-Grand Prairie Section, FAS 576
The railroad track at station 8+30 is being abandoned and the track will be removed in the near future. Mr. Larsen, County Engineer, has requested that approximately a 100' section at this track crossing be removed from the project so as to permit removal of the track and re-grading to match the road grade line after the tracks have been removed. Re-grading and paving of this 100' section will be accomplished by the county at such time as the track removal has been completed.

The county engineer has also requested that all existing approach roads be paved to the right-of-way line on both of the above projects.

V. R. Jones
Field Engr., County & City Relations

JFH:mm

cc: V. G. O'Neil
Frank Hall
Vic Wolfe

NOTED
JOHN D. GRAHAM

NOTED
R. JONE

NOTED

NOTED
G SWENSON

MEMO TO J. W. NASH
2/18/60

FAS 576, LINN COUNTY

TERMINI: From Albany south city limits to FAS 770
(Albany-Grand Prairie Junction Section)

NOTED
John F. Hagemann

PROPOSED WORK: Construct 2-lane high type surface.

PROJECT LENGTH: 1.29 miles.

COSTS	TOTAL	FEDERAL	STATE	OTHER
CONSTRUCTION	$35,000	$21,000	$7,000	$7,000 (Co)

EXISTING FACILITY
ROADWAY: Existing 20' wide bituminous wearing surface on a roadway which is being widened to sufficient width to permit a 22' asphaltic pavement with 4' shoulders. The widening is being performed by Linn County to approved highway standards.
STRUCTURES: None.

ADJACENT SECTIONS
NORTH END: 20' bituminous surface with 6' shoulders.
SOUTH END: 20' oil mat with 6' shoulders oiled under Oregon Project S-160(2).

PROJECT DATA: Construct a 22' wide asphaltic concrete wearing surface with 4' shoulders on a roadway reconstructed by Linn County as described under EXISTING FACILITY.

ROW WIDTH: 60' minimum.
ACCESS CONTROL: None.

RR XING: S.P.R.R. crossing near Albany. This track has not been used for 3 years and is to be abandoned, and tracks removed in near future. No protective device planned.

SYSTEM ACTION: None Required.
PUBLIC HEARING: None required.
MINIMUM DESIGN STANDARDS: Exceptions are two 10°, one 20°, and one 26° horizontal curves. These curves are in a built-up residential area and in a speed zone restricted to 45 miles per hour. In each instance there is an intersecting road or street and any further improvement of these curves would complicate these intersections.
UNUSUAL OR COMPLICATED SITUATION: ~~None~~. Approx. 100' sec. at RRXing to be omitted from project. Co. will grade & pave after tracks removed.

Route data submitted under Project S-160(1) and (2).

NOTED
JOHN D. GRAHAM

VRJ:mm

RECEIVED
FEB 15 1960
FOR FILING
S-160 (5)
5748

February 10, 1960

Mr. A. W. Kilborn
Superintendent
Southern Pacific Company
Union Station
Portland 9, Oregon

Dear Sir:

Re: Albany-Grand Prairie Junction
Section, Albany-Cox Creek Road
in Linn County

Herewith location prospectus on the above-cited section. This is a federal-aid county road project and apparently will involve the crossing of a spur track adjacent to southeast Albany. This location is just getting under way, and I will furnish you further details when the location is complete.

Very truly yours,

W. C. Williams
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

GSP:gm
Attach.

cc Mr. W. C. Williams

RECEIVED
[illegible] 1960
FOR FILING
S160(3)
5748

Linn

2-8-60

NOTE:
W. C. WILLIAMS

LOCATION PROSPECTUS
ALBANY-GRAND PRAIRIE JUNCTION SECTION
ALBANY-COX CREEK ROAD
FAS 576 - LINN COUNTY

The following prospectus is submitted concerning the above-mentioned section of the Albany-Cox Creek Road, which is a county road on the Federal Aid Secondary System. The westerly terminus is at the Albany south city limits. The easterly terminus is at the junction of FAS 576 with FAS 770. The overall length of the project is 1.3 miles.

This will be an office location (from maps and profiles furnished by Linn County) to prepare plans, specifications, and estimates for paving. The town of Albany is at the westerly terminus of the project.

The general route is along the existing county road. Soils investigations will be conducted. There are no special drainage problems. An economic analysis is not needed.

The existing (1958) ADT is 1,500 and the projected (1978) ADT is 2,400. This will be a Class "B" highway with a design speed appropriate to the maximum grade and curvature. The typical section will consist of a 22-foot traveled way with 4-foot untreated shoulders. Unspiraled curves and substandard superelevation will constitute deviations from State and Federal standards.

Rise and fall and central angle data are not available at this time.

This will be an unrestricted access facility with five "at grade" intersections and one "at grade" railroad crossing. Crossbucks and advance warning signs will be required at the railroad crossing. There are no major stream crossings.

The tentative base design by G. L. Decker is:

New Work -	Paving, Base and Wear	3" A. C.
	Top Course, Base	2" 3/4"-0 Crushed
	Bottom Course, Base	10" Coarse Crushed
	Total Depth	15"
Over Existing:	Paving, Base and Wear	3" A. C.

Material is available from local commercial sources

Agreements with the county will be necessary.

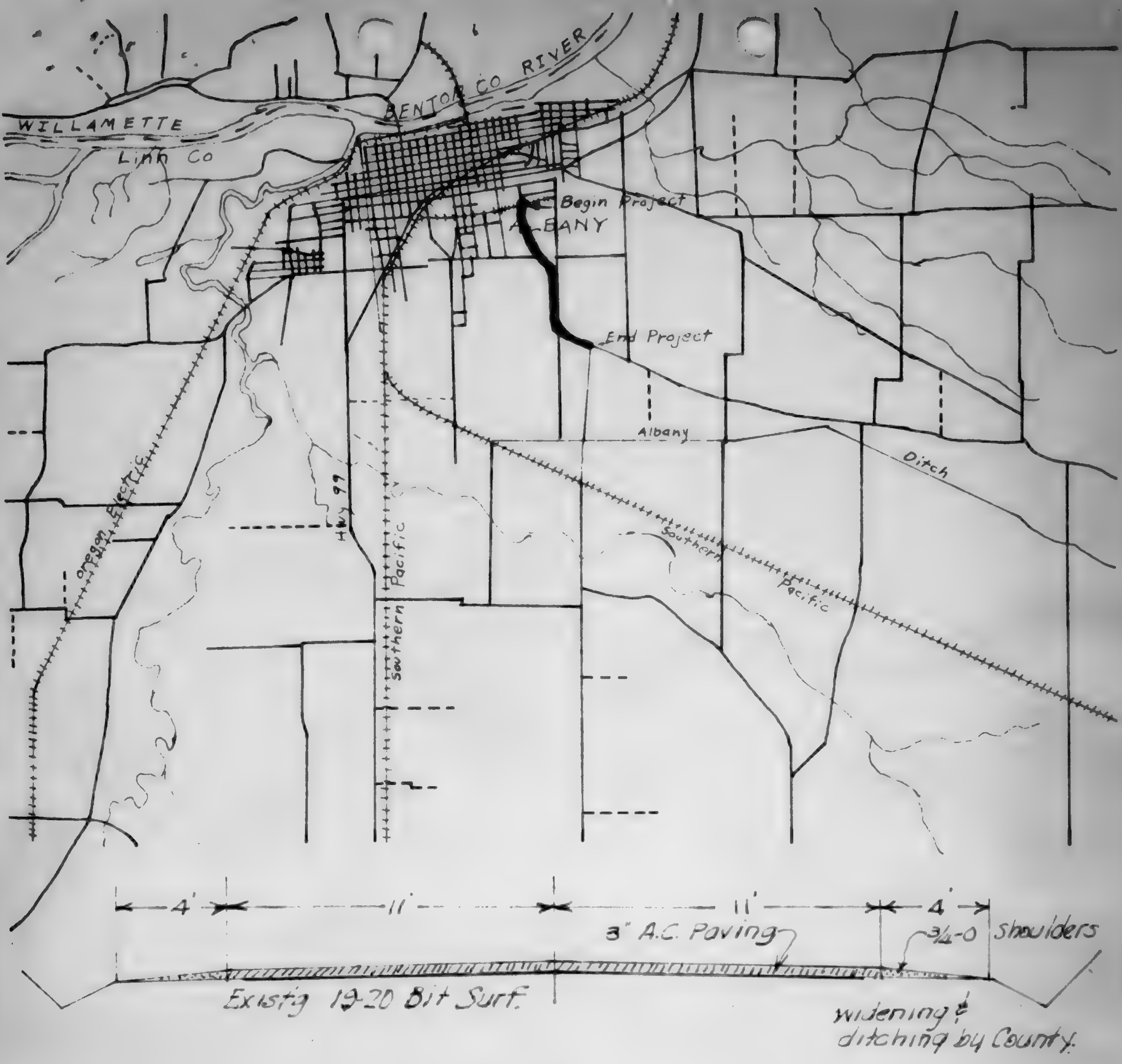
There are no State parks or roadside rest areas affected by this project.

February 8, 1960

Attach.

W. C. Williams ✓
Forrest Cooper
G. S. Paxson (2)
Tom Edwards
J. D. Walker (2)
S. F. Walters
C. H. Armstrong
Mark Astrup
G. K. Attig
D. J. Barbee
Jay Blair
F. B. Crandall
G. L. Decker (2)
I. A. DeFrance
R. C. Edgerton
Frank Hall
Val P. Johnson
Ivan D. Merchant
J. W. Nash
C. G. Polk
R. L. Porter
C. G. Swenson
Walter T. Wright

RECEIVED
FEB 10 1960
OFFICE OF
STATE HIGHWAY ENGINEER



Prospectus Map
Albany-Grand Prairie Junction Section
Albany-Cox Creek Road
F.A.S. 576-Linn County
1960

NOTED
Harold C. Ayers

NOTED
V. R. JONES

NOTED
C. G. SWENSON

February 1, 1960

Linn County Court
Courthouse
Albany, Oregon

NOTED
John F. Hagemann

File FAS 212

Gentlemen:

On January 28, the Highway Commission approved the proposed Linn County FAS projects as described in the attached tabulation which is believed to conform with the County's request. Preparation of plans and specifications for these projects will be handled under the supervision of our division office with headquarters in Salem.

Very truly yours,

W. C. Williams
State Highway Engineer

By

John F. Hagemann
Assistant County & City Relations Engineer

JFH:mm
Att: Tab. 1960-a

NOTED
JOHN D. GRAHAM

PROPOSED PROJECTS
LINN COUNTY

FAS 212, Brewster-Lebanon Section, approximately 3 miles, $70,000. This section extends from the junction of FAS 212 with FAS 213 (south end of Oregon Project S-164(2) constructed in 1957) southerly to the junction of FAS 212 with FAS 214 east of Lebanon.

The proposed project is to place an asphaltic concrete pavement 22' in width with 4' shoulders over the existing 20' bituminous pavement with approximately 6' shoulders. At present time the shoulder width is variable; however, the county will widen as required to establish the above shoulder width uniformly. Some spots on the existing pavement may require leveling prior to paving.

✓ FAS 576, Albany-Grand Prairie Junction Section, approximately 1.3 miles, $30,000. This section extends from the Albany city limits approximately 200' north of the railroad track southerly to the junction of FAS 576 with FAS 770.

The proposed project is to construct an asphaltic concrete pavement 22' in width with 4' shoulders over the existing 19' to 20' wide bituminous wearing surface. The county will widen the existing roadway as required to permit constructing the above 30' wide finished roadway. Reflectorized cross-bucks with advance warning signs will be required at the railroad crossing.

FAS 773, Harrisburg-Alford Junction Section, approximately 1.7 miles, $35,000. This section extends from the Harrisburg city limits easterly to the intersection of FAS 773 with the Alford County Road.

The proposed project is to construct an asphaltic concrete pavement 22' in width with 4' shoulders over the existing 20' wide oil mat. The county will widen the existing roadway as required to permit construction of the above 30' wide finished roadway.

FAS 777, Diamond Hill Road-Lane County Line Section, approximately 5.7 miles, $50,000. This section extends from the junction of FAS 777 with FAS 773 (Diamond Hill County Road) southerly to the Lane County line.

The proposed project is to construct an asphaltic concrete wearing surface 2" thick and 20' in width with 4' shoulders on the grade and base prepared by Linn County in 1959. The base and leveling course for this section was originally worked up for construction as an FAS project; however, during the period we were not accepting bids the county contracted this work, using our plans and specifications. The original base and surface design anticipated a type 0-11 oil mat wearing surface; however, due to favorable asphaltic concrete prices in this area the county has requested that one 2" lift of asphaltic concrete be substituted for the 0-11.

FAS 214, Hamilton Creek Bridge, $13,000. This bridge is located approximately 5 miles southeast of Lebanon and carries highway department inventory number 11,964.

Approved 1/28/60

The proposed project is to replace the existing 120' P.T. bridge with a new structure having a roadway width of 26'. The new structure will be on the same location as the existing bridge and the road can be closed during construction with traffic detoured via other existing county roads. If suitable, a precast beam with poured-in-place deck on treated piles is the type of structure preferred.

Mr. Walter Larsen, Linn County Engineer, will make available plan maps for all of the paving projects. A vicinity map for the bridge site will be required from state survey crews.

The funds shown for the individual projects listed above are approximate with all projects totaling $198,000 which is the presently estimated total of FAS funds available to Linn County. This total may be adjusted as final costs for projects presently under contract become available. The funds for the individual sections may be shifted between these sections as required. The paving projects are to have first priority for construction from available funds with the remainder to be applied on the bridge project. In the event there are insufficient funds left after contracting the paving projects for construction of the bridge, it will be carried forward until additional FAS funds become available.

The projects on FAS 212 and 576 should be combined under one contract with the projects on FAS 773 and 777 combined under a second contract.

S-164(3) Brewster-Lebanon Paving 1960
Project on Crabtree-Lebanon Rd.
#5749

C + A 2237 6-21-60

RECEIVED
APR 1 1964
FOR FILING

222 S.W. Morrison Street
Portland, Oregon 97204

April 6, 1964

08-00.2

Mr. Gordon D. Wallace
735 E. Oak Street
Lebanon, Oregon

Dear Mr. Wallace:

Mr. Whitton has requested me to write you directly in reply to your letter of December 27, 1963 in regard to driveway entrances which you consider to be dangerous as a result of an improvement on FAS 212 in the vicinity of Lebanon. The construction of the project abutting your property was a Federal Aid Secondary county job which provided only an overlay on the existing pavement.

Our field engineer has inspected this project and discussed it in considerable detail with the State highway department. The existing pavement was used as the control for both line and grade. In the interest of traffic safety it was necessary to use a superelevation on the main roadway commensurate with the design speed of the highway. This resulted in a small change in elevation at the pavement edge where your driveways connect with the main travelled highway.

Inasmuch as your garage and house entrances are situated lower than the abutting highway with the distance to flatten any gradient between the two very limited, it appears that the best possible arrangement under the circumstances was provided. Both driveways were surfaced with asphaltic concrete pavement with adequate width at the point of intersection with the main highway. It is the opinion of our field engineer that a special effort was made to construct these entrances adequately and also to provide maximum safety to the traveling public.

If you desire additional information in regard to this project we suggest you contact the Oregon State Highway Department.

Very truly yours,

B. M. FRANCH
Regional Engineer

NOTED
R. L. PORTER

RECEIVED
FEB 25 1964
FOR FILING

S-71-1(3)

2

February 24, 1964

Mr. Theodore Dee
Assistant Division Engineer
Bureau of Public Roads
477 Cottage Street N. E.
Salem, Oregon

Dear Sir:

Reference is made to your memorandum of January 23 in regard to a complaint of Mr. Gordon B. Wallace, whose residence is on FAS 212.

The construction on the project abutting the Wallace property was a FASC job which provided only an overlay on the existing pavement. According to R. D. Asburry, Division Engineer, there was some widening and some correction of superelevation at various points on the project. The existing pavement was used as the control for both line and grade. No profile or cross sections were taken. All widening and superelevation correction was done with base rock and was paid for by truck measure.

As a result of the foregoing procedures, there is no written record of the amount of change at the points of the intersections of the Wallace driveways and the shoulder of the highway. A Mr. Hoover, who worked on the project under the direction of Mr. J. F. Walters, Resident Engineer, has informed Mr. Asburry that to his recollection, the change in elevation at the end of the driveways was approximately ten inches. The Wallace driveways were on relatively steep gradients and increasing the elevation of the shoulder resulted in a still steeper gradient line in both cases. Purely as a guess, an increment of three per cent seems likely.

There are two driveways on the Wallace property; the more southerly approaches the highway on a 13.5 per cent grade and has a virtually level area 13 feet in length before entering the paved portion of the highway roadway. The northerly driveway actually serves two roadways on the Wallace property, one of which is now on a 14.6 per cent gradient and the other on a 17.8 per cent gradient. The substantially level area before entering the paved section of the highway is 12 feet in length. The driveways, in both cases, were surfaced with asphaltic concrete pavement, varying in width down to a minimum of nine feet. The paving, in both cases, extended approximately 30 feet from the edge of the highway pavement. The driveways are flared so that at the junction with the highway pavement the southerly driveway is 37 feet wide, the northerly driveway is 55 feet wide.

Mrs. Wallace made complaint of the driveways by letter of September 6, 1960, addressed to W. C. Williams, State Highway Engineer. The best approaches possible were built at this time and the driveways paved to what our people thought was a better-than-average condition. It appears from Mrs. Glen Pugh Wallace's September 6 letter that once the pavement was installed on the driveways, she objected that they were not gravel.

Since the Wallace garage and house entrance is approximately six and one-half feet lower than the abutting highway and the distance available to flatten any gradient between the two is very limited, it appears that the best possible arrangement was constructed for the Wallaces.

The following information is included for your use: A sketch and cross sections taken February 3, 1964; a 10 x 10 natural scale profile of the center line of both the south and north driveways; an enlarged aerial photograph showing the general location of the Wallace driveways; a title sheet covering the FASC project; and a USGS quadrangle (Lebanon, Oregon), on which is indicated the location of the Wallace property.

If we can be of any more assistance in providing additional information, please let me know.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

Lloyd P. Shaw
Assistant State Highway Engineer

LPS:ajw

Enclosures

cc Forrest Cooper
R. L. Porter
L. H. Young
C. H. Maison

522-1099

FORM E-30 50M 12-63 54676

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 18, 1964

SUBJECT: Complaint of Gordon B. Wallace
Brewster-Lebanon Section
Linn County FAS 212

To:
Mr. Lloyd P. Shaw
Assistant State Highway Engineer
Department

I have searched the records and talked with H. N. Hoover, Resident Engineer at Albany, who worked on the subject section under the direction of then Resident Engineer Walters, trying to find some data showing the condition of the Wallace approaches and the highway in the immediate area prior to the construction of the subject section. From all I can ascertain, no data was ever taken for record regarding this matter.

The project consisted of an overlay of the existing facility with some widening and superelevation correcting throughout parts of the project. The existing pavement was used as a control for line and grade. No profile was run or cross-sections taken. All widening and superelevation correcting was done with base rock, which was paid for on a truck measure.

Mr. Hoover informs me that some field data was taken at the Wallace approaches prior to their reconstruction to determine a new grade but this data was not kept for the record. Mr. Walker's report of October 12, 1960, states "the high side of the super raised, according to Mr. Walters, approximately 10 inches." This, though meager, is the most factual data I can find. As I remember these driveways, they were gravel prior to the construction of the subject project. This is also borne out in Mrs. Wallace's letter to Mr. Williams dated September 6, 1960, in which she states, "We have always had the gateways gravelled . . ." The asphaltic pavement on the approaches as shown in the previously submitted pictures was placed under the subject contract.

Attached for your information is a print of the plans for the subject project, which show only the general location and a typical section.

R. D. Asburry
R. D. Asburry
Division Engineer

RDA:AM

RECEIVED
FEB 19 1964
OFFICE OF
STATE HIGHWAY ENGINEER

Salem, Oregon
February 11, 1964

Complaint of Gordon B. Wallace
Brewster-Lebanon Section
Linn County FAS 212

Mr. R. D. Asbarry
Division Engineer
Building

I have received your rather extensive material in regard to the Gordon B. Wallace complaint in Linn County on FAS 212.

The complaint was directed to Rex Whitton, Washington, D. C., and to make matters clear so that Mr. Whitton can properly reply, I feel we need to know the change in condition which occurred due to construction of the present roadway at the Wallace entrance points.

Perhaps you have located, or can locate, the original ground sections and finish grades which would indicate the amount of added elevation at the pavement edge and the increase, if any, in gradient which was made necessary on the Wallace driveways.

Another matter which should be cleared up: Did we, in the course of construction, place the AC pavement on the driveways to the limits indicated on the notes you have already submitted, or was this a part of the Gordon Wallace original driveway construction.

Lloyd P. Shaw
Assistant State Highway Engineer

LPS:ajw

FORM E-30 50M 12-63 84676

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 7, 1964

SUBJECT: Complaint of Gordon B. Wallace
Brewster-Lebanon Section
Linn County FAS 212

To:
Mr. Lloyd P. Shaw
Assistant State Highway Engineer
Department

On February 3rd, accompanied by H. N. Hoover, I personally made another inspection of the approaches to the Wallace property on the subject section, which are the subject of a complaint recently made by Gordon B. Wallace to the Bureau of Public Roads. This inspection confirmed a report made on October 12, 1960, by then Division Engineer J. D. Walker.

For the record, Mr. Willis Grafe and I accompanied Mr. Walker when he made an inspection of the approaches before he wrote his report on October 12, 1960. While viewing these approaches on February 3, 1964, I contacted Mrs. Glen Pugh Wallace, who lives at this site. She stated that Gordon B. Wallace was her son and the approaches that he made mention of in his letter of December 27, 1963, to Mr. Rex M. Whitton were the ones to her place and were the same she had complained of during the construction of the subject project in 1960. She stated that she was complaining about only two approaches forming the entrance to the highway of a circular driveway serving two separate buildings. The approaches are some 500 feet apart. Attached to better show these approaches is the following data:

1. Two photographs of the southerly approach.

2. Two photographs of the northerly approach.

3. One roll showing profiles over the two approaches together with field notes of same.

4. One aerial photograph showing circled in red the location of the road approaches.

5. One quadrangle sheet showing circled in red the general location.

The aerial photograph was taken after the Brewster-Lebanon Section was constructed but before the Grant Street Bridge Section was constructed.

The Grant Street Bridge Section crosses the South Santiam Highway downstream from the railroad bridge and ties in to the Brewster-Lebanon Section between the Wallace approaches and the river.

R. D. Asburry

R. D. Asburry
Division Engineer

RDA:AM

[illegible]
[illegible]
OFFICE OF
STATE HIGHWAY ENGINEER

Brewster-Lebanon Section
Crabtree-Lebanon Road
Linn County FAS #212

Wallace's South Approach

View showing approach to county road. Railroad bridge over South Santiam in background.

Close up view showing road approach

Brewster-Lebanon Section
Crabtree-Lebanon Road
Linn County FAS #212

Wallace's North Approach

View showing approach to county road.

View looking toward county road from private property. Approach divides just beyond tree. Left fork (as pictured) swings between tree and rock wall in foreground to lower house. Right fork does to upper house; nose of car pictured is at entrance to garage.

Brewster-Lebanon Section
Crabtree-Lebanon Road
Linn County FAS #212

Wallace's North Approach

View showing approach to county road.

View looking toward county road from private property. Approach divides just beyond tree. Left fork (as pictured) swings between tree and rock wall in foreground to lower house. Right fork does to upper house; nose of car pictured is at entrance to garage.

FORM E-20 50M 12-63 54676

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 29, 1964

SUBJECT: Complaint of Gordon B. Wallace
Brewster-Lebanon Section
Linn County FAS 212

To:

Mr. Lloyd P. Shaw
Assistant State Highway Engineer
Department

In regard to the complaint of Mr. Gordon B. Wallace of road approach construction on FAS Route 212, please find attached the following data:

1. Copy of a letter from Mr. Wallace to Mr. Rex M. Whitton.

2. Original and one copy of Memorandum from T. Dec to Mr. Forrest Cooper.

3. One file folder of Grant Street Bridge Section over Santiam River.

(The above data all originated from your office)

4. Two copies each of correspondence in our file regarding this matter.

These road approaches are on a section of FAS 212 in Linn County which we improved in 1960 under the section name "Brewster-Lebanon Section, Crabtree-Lebanon Road, Contract No. 5749." The project was primarily a widening and resurfacing project.

R. D. Asburry

R. D. Asburry
Division Engineer

RDA:AM

[illegible]
[illegible]
OFFICE OF
STATE HIGHWAY ENGINEER

FORM CD-121 ([illegible])
(PRES. BY A.O. 206-10)

UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street, N.E.
Salem, Oregon - 97301

TO : Mr. Forrest Cooper, State Highway Engr.
Salem, Oregon

DATE: January 23, 1964

F.T. Dec

FROM : T. Dec, Assistant Division Engineer
08-35.EC Salem, Oregon

REFERRED TO
BY DEPUTY STATE HIGHWAY ENGINEER

SUBJECT: Complaint of Mr. Gordon B. Wallace
FAS Route 212

The above named individual has voiced a complaint relative to a construction design feature on FAS Route 212. A copy of his letter to Mr. Rex M. Whitton, dated December 27, 1963, is attached.

As may be noted from the attached copy of Mr. Whitton's letter in reply, dated January 14, 1964, the complaint has been referred to this office for investigation. We understand that your Department is familiar with this complaint and possibly has some file information readily available regarding the situation in question. We would appreciate your furnishing us with copies of file information or otherwise, which would assist us in preparing a reply to Mr. Wallace.

Attachment

RECEIVED
JAN 27 1964
OFFICE OF
STATE HIGHWAY ENGINEER

STATE COPY

JAN 14 1964

32-10

Mr. Gordon B. Wallace
754 East Oak Street
Lebanon, Oregon

Dear Mr. Wallace:

This will acknowledge your letter of December 27, 1963, in regard to driveway entrances which you consider to be dangerous as the result of an improvement on FAS Route 212 in the vicinity of Lebanon. We are forwarding your letter to our division engineer who administers Federal-aid highway matters in Oregon with request that he investigate this situation and inform you directly of his findings.

Sincerely yours,

REX M. WHITTON

Rex M. Whitton
Federal Highway Administrator

[illegible] East Oak Street
Lebanon, Oregon
December [illegible], 1963

Mr. Rex M. Whitton
Federal Highway Administrator
U.S. Department of Commerce
Bureau of Public Roads
Washington, 25, D.C.

Dear Mr. Whitton:

I wish to call to your attention the matter dangerous driveway entrances as a result of "improvements" by the State Highway Department using Federal Aid to secondary highway system.

The road in question is Route # [illegible] FAS. The work was done during 1962. I have written to your office Feb. 7, 1962 about the matter. The driveways to properties owned by my family were made dangerous by the placement of an excessive amount of superelevation on a long curve. We had spent time and money in order to make the driveways safer to use. This was canceled out by the increased superelevation. This was called to the attention of the highway department, however nothing was done at the time or since.

We do not feel that the intention of the FAS program was to improve roads without regard to the access to properties along the roads, or create more hazardous conditions along the secondary roads.

Thank you for your kind and courtesy in regards to this matter.

Very truly yours,

Gordon E. Mallers

Salem, Oregon
October 12, 1960

Assignment No. 247-Y
Mrs. Glen Pugh Wallace Complaint
Brewster-Lebanon Road Section
Contract No. 5749

Mr. Tom Edwards
Construction Engineer
Department

Attention: Mr. L. H. Young

In regard to the subject assignment, I contacted Mrs. Wallace and discussed the matter of her road approaches.

The approaches are from the high side of a curve. Originally this curve had very little super. This was corrected in the paving project and the high side of the super raised, according to Mr. Walters, approximately 10 inches. Mr. Walters then attempted to attain as closely as possible an approach grade similar to what existed and he thinks he has accomplished this.

The approaches were then paved for a considerable distance back, approximately 30 feet. They were also flared out nicely where they join the pavement. They are without ques[illegible] steep but without taking the grade a good ways back onto priva[illegible]erty, this is all that could be done and we believe they are [illegible]y no worse than existed prior to the road improvement.

Mrs. Wallace is very bitter and indicates she is not pleased at all with the present approaches. She indicated before we had gotten into a discussion that she knew it was useless to make a complaint to government officials, as she was sure that they would pay no attention to a poor taxpayer. The Resident Engineer took the County Engineer out on the job to see these. He indicated he thought we had done all that we could. I told Mrs. Wallace that it was our belief that we had done everything possible and indicated that we would not do any further work there.

J. D. Walker
Division Engineer

JDW:AM

NOTED
GERALD WIMER

FORM E-30 50M 2-60 26110

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 29, 1960

SUBJECT: Brewster-Lebanon Road
Contract No. 5749

To:

Mr. J. D. Walker
Division Engineer
State Highway Department
Salem, Oregon

RECEIVED
SEP 30 1960
OFFICE OF
DIVISION ENGINEER
DIVISION NO. 2

Herewith copy of a reply made by Mrs. Glen Pugh Wallace to Mr. Cooper's letter of September 14.

Will you or one of your Assistants personally go out and look at this problem and advise this office what it is along with a recommended course of action and reply.

Tom Edwards
Construction Engineer

By

L. H. Young

L. H. Young
Assistant Construction Engineer

LHY:fp

Enc.

NOTED
J D WALKER

NOTED
J. G. CANFIELD

FORM E-90 9CM 2-60 26119

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 29, 1960

SUBJECT: Brewster-Lebanon Road
Contract No. 5749

To:

Mr. J. D. Walker
Division Engineer
State Highway Department
Salem, Oregon

RECEIVED
SEP 30 1960
OFFICE OF
DIVISION ENGINEER
DIVISION NO. 2

Herewith copy of a reply made by Mrs. Glen Pugh Wallace to Mr. Cooper's letter of September 14.

Will you or one of your Assistants personally go out and look at this problem and advise this office what it is along with a recommended course of action and reply.

Tom Edwards
Construction Engineer

By

L. H. Young

L. H. Young
Assistant Construction Engineer

LHY:fp

Enc.

NOTED
J D WALKER

NOTED
J. G. CANFIELD

FORREST COOPER

FORM 8-13

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

September 14, 1960

Mrs. Glen Pugh Wallace
Wallacecroft
Route 3
Lebanon, Oregon

Dear Mrs. Wallace:

We have your letter regarding approaches to the Brewster-Lebanon Road which is now being resurfaced.

The Resident Engineer, Mr. S. F. Walters, informs me that he contacted you regarding these approaches and has told you that he would leave them in the best condition possible. They will be paved at the same time that the highway is paved. Mr. Walters will again contact you after the work has been completed.

Very truly yours,

W. C. Williams
State Highway Engineer

By Forrest Cooper
Forrest Cooper
Deputy State Highway Engineer

My dear Mr. Williams-

Mr. Walters came here again as you said he would. He said thejob is done and I told him it was not satisfactory to us. While the radii of the corners are better- we still have to go up a steep approach to thehighway and hang on our brakes while we watch out for traffic. We had the approaches graded up so we could drive up onto a level place where we could wait for cars to pass. Now we have to hang on our brakes.

Very truly yours

Esther Wallace
(Mrs. Glen Pugh Wallace)

RECEIVED
[illegible] 1960
OREGON
STATE HIGHWAY COMMISSION

FORREST COOPER

FORM 8-123

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

September 14, 1960

Mrs. Glen Pugh Wallace
Wallacecroft
Route 3
Lebanon, Oregon

Dear Mrs. Wallace:

We have your letter regarding approaches to the Brewster-Lebanon Road which is now being resurfaced.

The Resident Engineer, Mr. S. F. Walters, informs me that he contacted you regarding these approaches and has told you that he would leave them in the best condition possible. They will be paved at the same time that the highway is paved. Mr. Walters will again contact you after the work has been completed.

Very truly yours,

W. C. Williams
State Highway Engineer

By Forrest Cooper
Forrest Cooper
Deputy State Highway Engineer

My dear Mr. Williams-

Mr. Walters came here again as you said he would. He said thejob is done and I told him it was not satisfactory to us. While the radii of the corners are better- we still have to go up a steep approach to thehighway and hang on our brakes while we watch out for traffic. We had the approaches graded up so we could drive up onto a level place where we could wait for cars to pass. Now we have to hang on our brakes.

Very truly yours

Esther Wallace
(Mrs. Glen Pugh Wallace)

RECEIVED
SEP 19 1960
SALEM
STATE HIGHWAY COMMISSION

522-1099

FORM E-123-E 75M 1-60

COMMISSIONERS
M. K. McIV , CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

September 14, 1960

Mrs. Glen Pugh Wallace
Wallacecroft
Route 3
Lebanon, Oregon

RECEIVED
SEP [illegible]
OFFICE OF
DIVISION ENGINEER
DIVISION NO. 2

Dear Mrs. Wallace:

We have your letter regarding approaches to the Brewster-Lebanon Road which is now being resurfaced.

The Resident Engineer, Mr. S. F. Walters, informs me that he contacted you regarding these approaches and has told you that he would leave them in the best condition possible. They will be paved at the same time that the highway is paved. Mr. Walters will again contact you after the work has been completed.

Very truly yours,

W. C. Williams
State Highway Engineer

By Original signed
Forrest Cooper

Forrest Cooper
Deputy State Highway Engineer

NOTED
GERALD WIMER

cc Mr. W. C. Williams
Mr. Tom Edwards
Mr. J. D. Walker
Mr. S. F. Walters

NOTED
J D WALKER

NOTED
J. G. CANFIELD

NOTED
R. D ASBURRY

522-1077

ROUGH DRAFT

Assignment No. 1416-E

Mrs. Glen Pugh Wallace
Wallacecroft
Route Three
Lebanon, Oregon

Dear Mrs. Wallace:

We have your letter regarding approaches to the Brewster-Lebanon Road, which is now being resurfaced.

The Resident Engineer, Mr. Walters, informs me that he contacted you regarding these approaches and has told you that he would leave them in the best condition possible. They will be paved at the same time that the highway itself is paved. Mr. Walters will again contact you after the work has been completed.

Very truly yours,

NOTED
GERALD WILLER

9-12-60
Copy of above draft to S. F. Walters

NOTED
R. D. ASBURRY

WALLACECROFT
ROUTE THREE
LEBANON, OREGON

PLEASE RETURN TO
FORREST COOPER

9/6/60

Mr. Williams,
State Highw y Commission,
Salem, Oregon.

My dear Sir-
I am writing to ask redress of wrong. We work is being done on the Lacomb- Lebanon road. We have six entrances to that road. The three most used have been made perfect death traps for us. And I should like to ha ve enugh gravel dumped around these gates to make passage less hazardous.

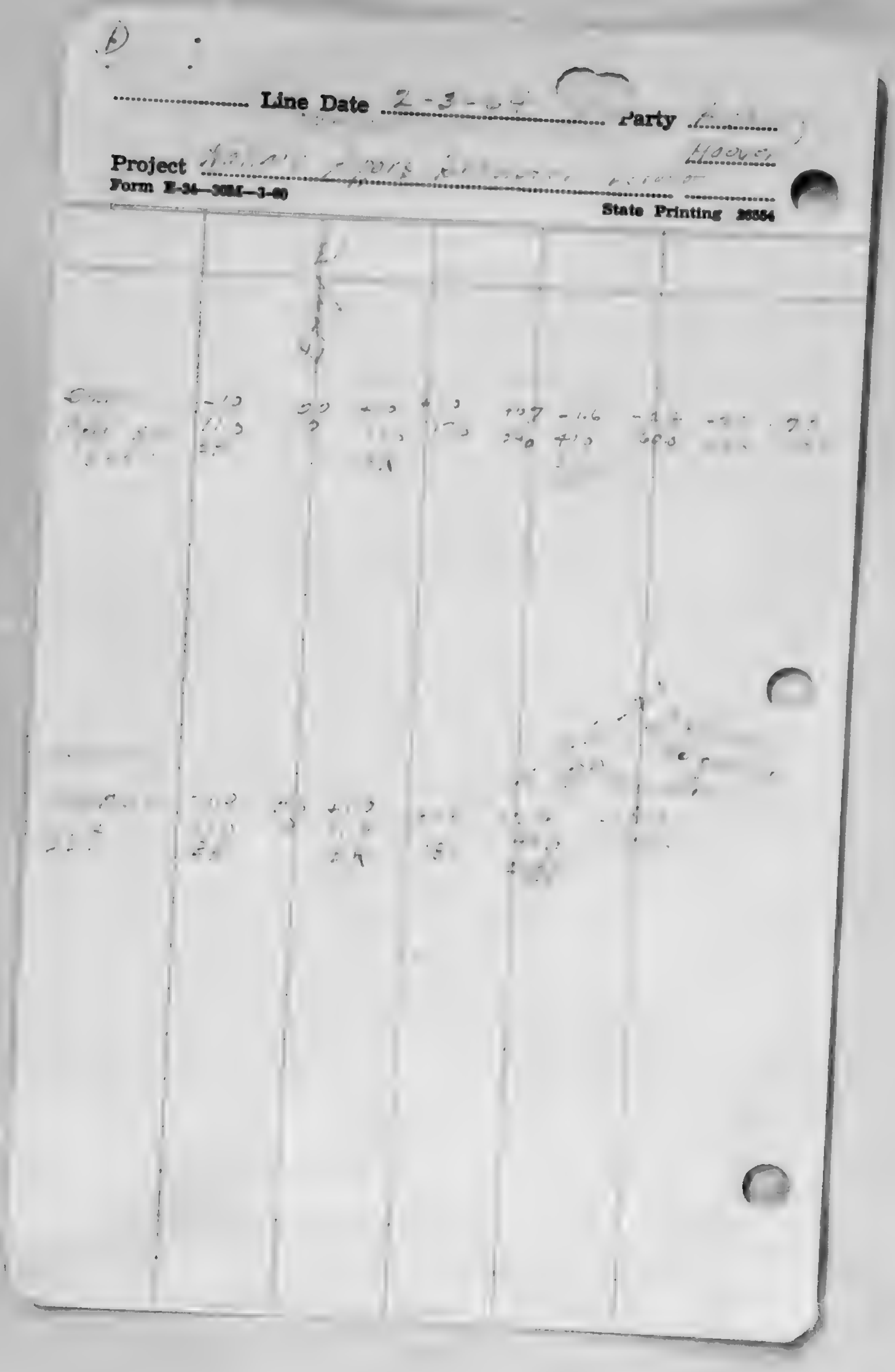
Before making my complaint I have used these entrances several days to be sure I am not just resisting change. And in addition to my own driving I ha vebeenable to have a man who drives for his living drive through. He agreed with me that the state highway commission should not do this to a tax payer.

We hav always had the gateways gravelled so we could slide into thetraffic lane. Now we must enter abruptly- make a right angle turn directly in front of the speeders coming and going.

I hope this will receive your immediate attention.

Edw

Very tuly yours Esther Wallace
(Mrs. Glen Pugh Wallace)



.... Line Date 2-3-[illegible] .... Party [illegible] Hoover

Project [illegible]

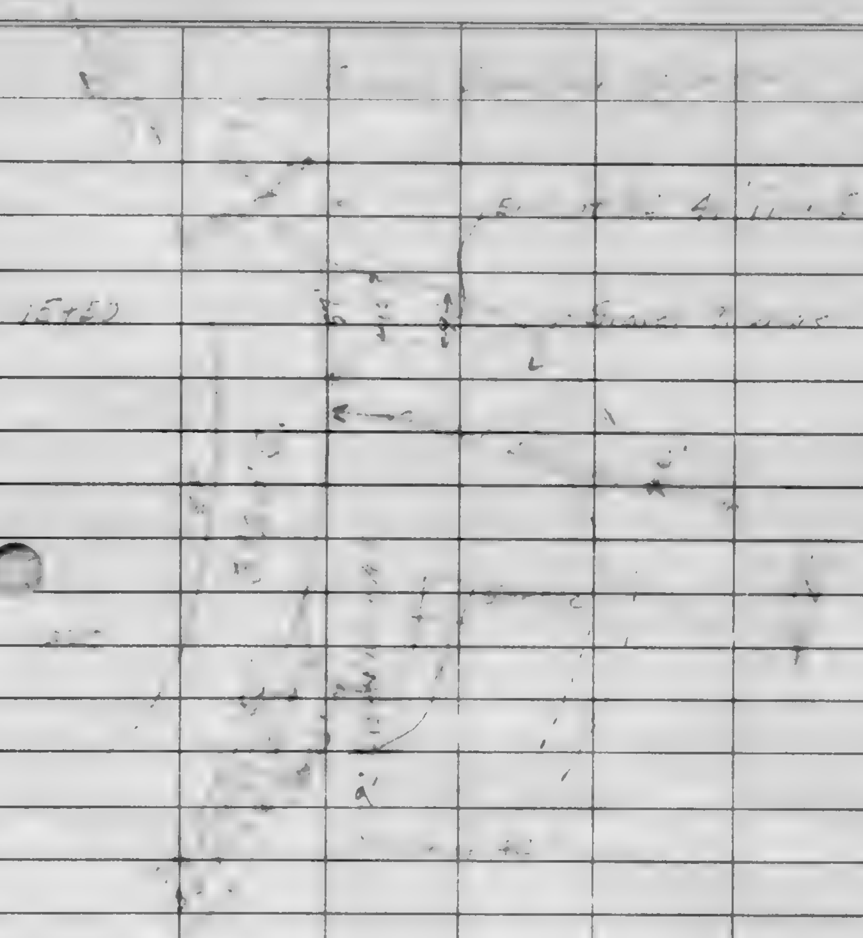
Form E-34—30M—3-60

State Printing 26554

(2)

Oregon State Highway Department

LEVEL SHEETS



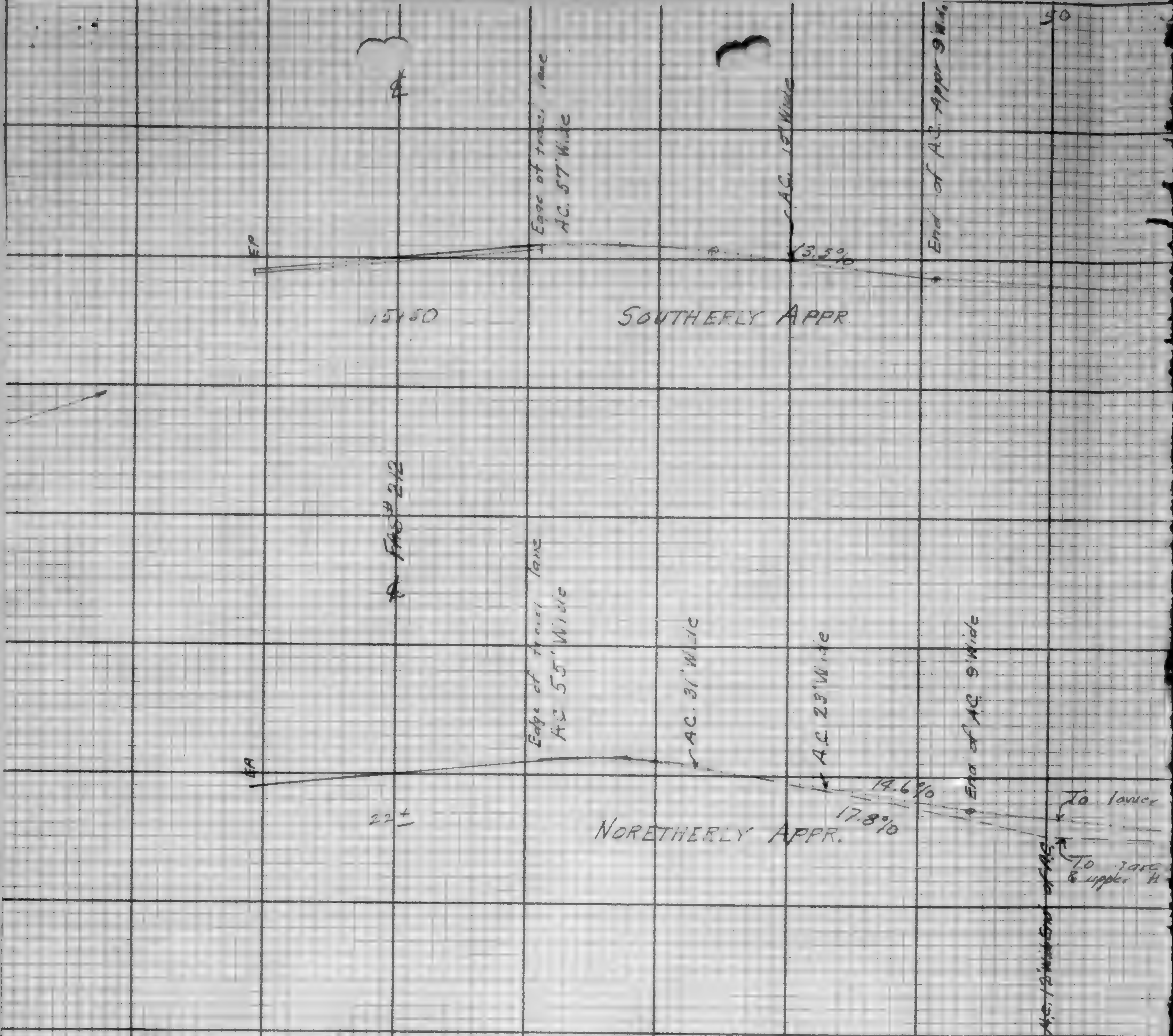
L[illegible]e 2-3-64 Party Asbury

Hoover

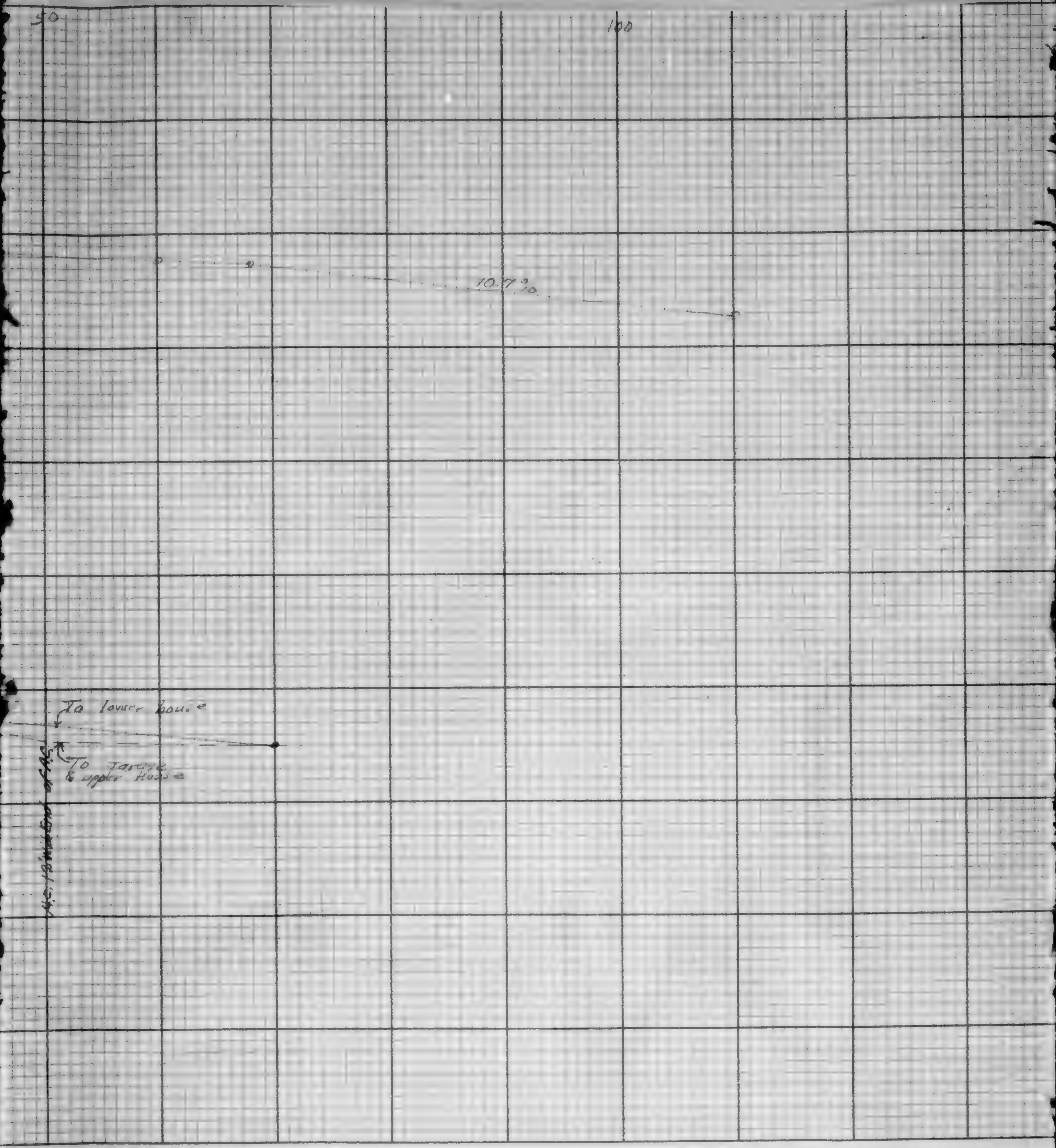
Project W[illegible] apps. Brewster [illegible]

Form E-34—30M

State Printing



PROFILES of WALLACE APPROACHES
BREWSTER-LEBANON SECTION
CRABTREE-LEBANON, LINN CO. ROAD FAS. # 212


50
100
10.7%
To lower house
To garage
& upper House
H.C. 18' in W. End of A.C.

RECEIVED
JAN 26 1961
FOR

S-164(3)

Brewster-Lebanon Section
Contract No. 5749

W.C. Williams T

NOTED
W. C. WILLIAMS

January 13, 1961

FINAL COST ANALYSIS
Paving
Contractor: Morse Brothers
Resident Engineer: S. F. Walters

Prefix No. 552-1099
Project No. S-160(3)
S-164(3)

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
1-1/2"-0 Mat'l in Base	3,603	Cu. Yd.	2.50	2.28	8,200.58	9,007.50
3/4"-0 Mat'l in Base	1,073	Cu. Yd.	2.50	2.37	2,539.82	2,682.50
Sprinkling	71.5	M-Gal.	3.00	2.64	188.82	214.50
Preparation of Base	100%	All	250.00		259.92	250.00
3/4"-0 Mat'l in Binder	87	Cu. Yd.	3.00	2.97	258.24	261.00
RS-2 Asphalt	18.39	Ton	50.00	41.23	758.16	919.50
Cl. "B" Asph. Conc.	8,579.045	Ton	5.70	4.88	41,872.64	48,900.56
Extra for Paving Approaches	51	Each	25.00	22.88	1,166.96	1,275.00
Force Account					767.32	767.32
					$ 56,012.46	$ 64,277.88

Gross Revenue	$ 64,277.88
Total Cost	56,012.46
Net Profit	$ 8,265.42

Net Profit equals 12.9% of Gross Revenue

DETAIL OF COST - Contract No. 5749

Labor:				
Labor			$ 9,798.14	
Labor and Insurance			958.63	
Health, Welfare and Pension			390.14	$ 11,146.91
Materials:				
RS-2 Asphaltic	18.39 Ton	@ $30.80	566.41	
Asphalt in Mixture	468.24 Ton	@ $27.80	13,017.28	
Rock in Mixture	8,579 Ton	@ $1.00	8,579.00	
3/4"-0 Shoulder Rock	1,160 Cu.Yd.	@ $1.75	2,030.00	
1-1/2"-0 Base Rock	3,603 Cu.Yd.	@ $1.60	5,764.80	29,957.49
Equipment Rental and Miscellaneous Supplies:				
Equipment Rental, Owned			7,342.53	
Equipment Rental, Hired			1,429.65	
Gas, Oil and Grease			1,050.00	
Bond			390.17	
P.U.C.			95.50	
P.L. and P.D. Insurance			122.48	
Heating Oil			1,541.52	
Electric Power			428.20	
Small Tools & Misc. Supplies			579.67	
Home Office and General Overhead			1,928.34	14,908.06
		TOTAL COST		$ 56,012.46

Remarks - Contract No. 5749

This was a "Federal Aid Secondary Project" calling for the construction of 2.95 miles of asphaltic concrete pavement on the Brewster-Lebanon Section of the Crabtree-Lebanon Road in Linn County.

The contract was bid June 30, 1960, awarded July 8, 1960. Work started August 23rd and the project was completed September 26, 1960.

The contractor moved in one motor grader, one roller and a crew of six men and started preparing shoulders, before placing base rock and binder, on August 23rd. This required approximately seven days.

The contractor furnished the crushed rock and the Class "B" asphaltic concrete from their commercial plant at Lebanon and hauled the material with owned and hired trucks. Other equipment used was one paving machine, three rollers, one broom and one front end loader.

The contractor had good bid prices, good equipment and personnel supervision realizing a good profit.

M.N. Juve
Chief Cost Analyst

By George Kayser

NOTED
H. S. COX

July 10, 1961

NOTED
V. R. JONES

Linn County Court
Courthouse
Albany, Oregon

NOTED
Harold C. Ayers

5747
C-164(3)

File

Gentlemen:

Final costs are now available for the Brewster-Lebanon Section of FAS 212 covered by agreement dated June 4, 1960, and for the Lake Creek Bridge, FAS 216, covered by agreement dated October 9, 1959, as shown in the attached cost statements.

In accordance with these agreements, refunds of $1,592.12 and $79.16 are due the County in connection with these projects. These refunds will be made by our accounting division within the next few days.

Very truly yours,

W. C. Williams
State Highway Engineer

By

V. R. Jones
County & City Relations Field Engineer

VRJ:mm

OREGON STATE HIGHWAY DEPARTM

INVOICE

NOTED
Harold C. [illegible]

DATE	BILLING REQ. NO.	YOUR ORDER NO.	CREDIT DISTRIBUTION
7-7-61	CC-6/7		522-1099-297

INVOICE NUMBER 70253

Linn County
County Court
Albany, Oregon

Sec 2/2 Lebanon Section

MAKE CHECKS PAYABLE TO
THE OREGON STATE HIGHWAY DEPARTMENT

SEND REMITTANCE TO:
OREGON STATE HIGHWAY DEPARTMENT
STATE HIGHWAY BUILDING
SALEM, OREGON

DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE
Original advance deposit		$14,700.00	
Less amount previously transferred		11,700.00	$ 3,000.00
County share cost as per attached statement		13,407.88	
Less amount previously transferred		11,700.00	$ 1,407.88
REFUND TO COUNTY			$ 1,592.12

RECEIVED
JUL 10 1961
ENGINEER
COUNTY & CITY RELATIONS

ACKNOWLEDGMENT OF BILLING REQUEST

Cash Received with Request: $________________

By ________________________________

A 150 (REVISED 7-60)

RECEIVED
DEC 15 1960
FOR FILING
2-164(3)
5749

H

December 14, 1960

General Insurance Co. of America
Portland Service Office
209 SW 4th Avenue
Portland 4, Oregon

Gentlemen:

State Highway contract #5749 for paving the Brewster-Lebanon Section of the Crabtree-Lebanon Road in Linn County was completed by the contractor, Morse Brothers, on September 26, 1960, and was formally accepted by the Highway Commission on September 29, 1960.

Final payment in the amount of $4,877.18 will be released to the contractor on or after December 23, 1960. The total contract amount is $64,277.88, of which amount $767.32 represents force account items.

The State is not aware of any unpaid claims for labor or materials and assumes no responsibility for such claims should there be any.

This notice is sent as your company appears as surety on the performance bond furnished by the contractor on this project.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: Morse Brothers
P. O. Box 266
Lebanon
Oregon

RECEIVED
OCT 1960
FOR FILING
5-164 (3)

5744

October 14, 1960

1841

Mrs. Glen Pugh Wallace
Wallacecroft
Route 3
Lebanon, Oregon

Dear Mrs. Wallace:

Reference is made to our letter to you of September 14 which you returned to us with a note.

I have had the matter of your approaches again reviewed by our field forces and they have reported that the approaches are now as good as can be built consistent with the actual topographic features at the approach sites.

They are of the opinion that the approaches are superior to those that existed prior to our construction and at least as good considering the fact that you now have paved approaches where previously you had gravel. We attempted to attain as closely as possible the approach grade similar to that which existed previously and we flared the approaches where they joined the pavement so as to make them as safe as possible.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

cc Mr. W. C. Williams
Mr. Tom Edwards
Mr. J. D. Walker

LHY:fp fn

FORM E-30 30M 2-60 26118

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 12, 1960

SUBJECT: Assignment No. 247-Y
Mrs. Glen Pugh Wallace Complaint
Brewster-Lebanon Road Section
Contract No. 5749

To: Mr. Tom Edwards
Construction Engineer
Department

Attention: Mr. L. H. Young

In regard to the subject assignment, I contacted Mrs. Wallace and discussed the matter of her road approaches.

The approaches are from the high side of a curve. Originally this curve had very little super. This was corrected in the paving project and the high side of the super raised, according to Mr. Walters, approximately 10 inches. Mr. Walters then attempted to attain as closely as possible an approach grade similar to what existed and he thinks he has accomplished this.

The approaches were then paved for a considerable distance back, approximately 30 feet. They were also flared out nicely where they join the pavement. They are without question steep but without taking the grade a good ways back onto private property, this is all that could be done and we believe they are certainly no worse than existed prior to the road improvement.

Mrs. Wallace is very bitter and indicates she is not pleased at all with the present approaches. She indicated before we had gotten into a discussion that she knew it was useless to make a complaint to government officials, as she was sure that they would pay no attention to a poor taxpayer. The Resident Engineer took the County Engineer out on the job to see these. He indicated he thought we had done all that we could. I told Mrs. Wallace that it was our belief that we had done everything possible and indicated that we would not do any further work there.

J. D. Walker
Division Engineer

JDW:AM

PLEASE RETURN TO
FORREST COOPER

FORM E-123

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

September 14, 1960

Mrs. Glen Pugh Wallace
Wallacecroft
Route 3
Lebanon, Oregon

Dear Mrs. Wallace:

We have your letter regarding approaches to the Brewster-Lebanon Road which is now being resurfaced.

The Resident Engineer, Mr. S. F. Walters, informs me that he contacted you regarding these approaches and has told you that he would leave them in the best condition possible. They will be paved at the same time that the highway is paved. Mr. Walters will again contact you after the work has been completed.

Very truly yours,

W. C. Williams
State Highway Engineer

By Forrest Cooper
Forrest Cooper
Deputy State Highway Engineer

My dear Mr. Williams-

Mr. Walters came here again as you said he would. He said thejob is done and I told him it was not satisfactory to us. While the radii of the corners are better- we still have to go up a steep approach to thehighway and hang on our brakes while we watch out for traffic. We had the approaches graded up so we could drive up onto a level place where we could wait for cars to pass. Now we have to hang on our brakes.

Very truly yours

Esther [illegible] Wallace
(Mrs. Glen Pugh Wallace)

FCW

RECEIVED
2 9 1960
OREGON
STATE HIGHWAY COMMISSION

Form E-1—(Rev.)—

S-164 (3)

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending Oct. 1, 19 60

Section Brewster-Lebanon

Highway Crabtree-Lebanon County Linn

Contractor Morse Bros

Date of contract July 8, 19 60

Date work started August 23, 19 60

Project authorization $73,708.88

Exclusive of engineering $68,467.36

Kind of work Paving

Section prefix 522-1099

Contract number 5749

Specified work days 60

Work days used 40

Per cent of time elapsed 66 %

Estimated cost of completed project, exclusive of engineering . . . . . $ 67,000

Estimated per cent overrun or underrun . . . . . -2 %

Per cent of contract completed, based on estimated cost . . . . . 100 %

Engineering authorization . . . . $ 5,241.52

Engineering cost to date $ 2,500, 48 %

Date project was completed Sept. 26, 19 60

ESTIMATED PER CENT COMPLETE

CLEARING	DRAINAGE	GRADING	STRUCTURES	BASE	OIL AND/OR PAVE.	MAT'L PROD.
				100	100	

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, etc.:

Project complete.

Final Report

CONSTRUCTION DIVISION
RECEIVED
OCT 3 1960
NOTED CE ACE ACE COE

NOTED
JOHN R. OAKES

Signed Res. Engr.

Address Box 324, Albany

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project		2.95			2.95
Miles partially completed					
Miles completed		2.95			2.95
Total estimated quantities (contract)		3010			9,520
Total quantities corrected to date		4670			8,575
Estimated quantities moved or placed to date		4670			8,575
Average daily quantities		400			1000
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Men

Supervision

Men and trucks under 3 tons

Men and trucks over 3 tons

Men and tractors

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Compaction rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday	Fair		
Tuesday	"		
Wednesday	"		
Thursday	"		
Friday	"		
Saturday			

NOTED
H. S. COX

NOTED
C. G. SWENSON

September 29, 1960

Linn County Court
Courthouse
Albany, Oregon

NOTED
[illegible]

Gentlemen:

This is to advise you that work on the Brewster-Lebanon Section of FAS 212 was completed on September 26, 1960.

Under the terms of the agreement dated June 4, 1960, the County agreed to assume maintenance of and jurisdiction over the above project as of the date of completion.

Very truly yours,

W. C. Williams
State Highway Engineer

By

C. G. Swenson
County and City Relations Engineer

JDG:mm

RECEIVED
SEP 30 1960
FOR FILING
S-164(3)
5749

September 27, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on September 26, 1960, on Contract No. 5749, Brewster-Lebanon Section, in Linn County, in connection with Federal Aid Project No. S-164(3).

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

DBP:sw

cc: Clarence O. Swanson

RECEIVED
SEP 14 1960
FOR FILING

5-164 (3)

5749

September 14, 1960

1810

Mrs. Glen Pugh Wallace
Wallacecroft
Route 3
Lebanon, Oregon

Dear Mrs. Wallace:

We have your letter regarding approaches to the Brewster-Lebanon Road which is now being resurfaced.

The Resident Engineer, Mr. S. F. Walters, informs me that he contacted you regarding these approaches and has told you that he would leave them in the best condition possible. They will be paved at the same time that the highway is paved. Mr. Walters will again contact you after the work has been completed.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

cc Mr. W. C. Williams
Mr. Tom Edwards
Mr. J. D. Walker
Mr. S. F. Walters

JDW:am fn

WALLACECROFT
ROUTE THREE
LEBANON, OREGON

PLEASE RETURN TO
FORREST COOPER

9/6/60

Mr. Williams,
State Highway Commission,
Salem, Oregon.

My dear Sir-

I am writing to ask redress of wrong. Work is being done on the Lacomb- Lebanon road. We have six entrances to that road. The three most used have been made perfect death traps for us. And I should like to ha ve enugh gravel dumped around these gates to make passage less hazardous.

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We have always had the gateways gravelled so wecould slide into thetraffic lane. Now we must enter abruptly- make a right angle turn directly in front of the speeders coming and going.

I hope this will receive your immediate attention.

Very tuly yours

Esther Wallace
(Mrs. Glen Pugh Wallace)

Ed W

RECEIVED
UG 30 1960
FOR FILING

S-164 (3)

5749

August 29, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was started on August 23, 1960, on Contract No. 5749, Brewster-Lebanon Section, in Linn County, in connection with Federal Aid Project No. S-164(3).

Very truly yours,

W. C. Williams
State Highway Engineer

By

J. A. Hardie
Asst. Office Engineer

DBP:sw

Contract 5749

RECEIVED
1960
FOR FILING

Monthly Transaction No. 8-108	2 (-57) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	State **Oregon**
Project Report No. S-164 (3)	**FEDERAL-AID PROJECT AGREEMENT**	County **Linn**
5749		Project No. **S-164(3)**

The State, through its Highway Department, having complied with the terms and conditions set forth in the Federal-Aid Road Act, approved July 11, 1916 (39 Stat. 355), as amended and supplemented, and in the Regulations issued pursuant thereto by the Secretary of Commerce, relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein.

Project termini

Co. Rd. Lacomb Rd. Jc. to 0.4 mi. E. Lebanon
(Brewster-Lebanon Section)

Project classification or class of work	Effective date of authorization	Approximate length
Highway planning		
Preliminary engineering		
Rights-of-Way		
Construction	4-1-60	2.9
Other *(Specify)*		

FUNDS

Estimated total cost of project $ 72,070	Federal funds $ 43,200

The State further stipulates that pursuant to said Act and Regulations, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By
State Highway Engineer
(title)

By

(title)

By

(title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

~~XX~~ **C. G. Polk**
Division Engineer

By: R. C. Wright
Administrative Manager

Date executed by Division Engineer **August 22, 1960**

August 17, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding two copies of project agreement, signed by the Highway Commission, for the Brewster-Lebanon Section, Project No. S-164(3).

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

RNC:bb

July 27, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding four copies of estimate as a basis for project agreement for the Brewster-Lebanon Section, Project No. S-164(3).

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

RLP:sw

Enc.

Federal Aid Secondary
Project No. S-164(3)

Oregon State Highway Department

BREWSTER-LEBANON SECTION OF THE
CRABTREE-LEBANON ROAD IN LINN COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, July 27, 1960

Type Code 6201
Roadway (Sta. 1+52 to Sta. 157+40) (Contract No. 5749)

1 1/2" - 0 Material in Base	770 cu.yds.	$ 2.50	$ 1,925.00
3/4" - 0 Material in Base	2,240 cu.yds.	2.50	5,600.00
Sprinkling	70 M-gals.	3.00	210.00
Preparation of Base	All Required		250.00
3/4" - 0 Material in Binder Course	110 cu.yds.	3.00	330.00
RS-2 Asphalt	24 tons	50.00	1,200.00
Class "B" Asphaltic Concrete	9,520 tons	5.70	54,264.00
Extra for Paving Approaches	50 only	25.00	1,250.00
			$65,029.00
Flagging (57 1/2% of Contractor's Cost)	All Required		490.00
	Subtotal		$65,519.00
	10% Engr. & Cont.		6,551.00
	Total		$72,070.00

Length of Roadway . . . . 2.952 Miles
Cost of Roadway Per Mile. $24,413.95

Federal Funds	$43,200.00
State Funds	14,435.00
County Funds	14,435.00
	$72,070.00

State Funds for Const: Chap. 175, laws 1917; Chap. 31, laws 1920;
Chap. 529, laws 1939.

Funds for Maint: Chap. 529, laws 1939.

Note: Necessary funds have been deposited by Linn County with the Highway Department.

RECEIVED
AUG 4 - 1960
FOR FILING

8164(3)

5749

FORM S-128

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

A

August 3, 1960

Morse Brothers
P. O. Box 266
Lebanon
Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission:

> Contract #5749, awarded July 8, 1960, for paving the Brewster-Lebanon Section of the Crabtree-Lebanon Road in Linn County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc
Encl.

Salem, Oregon
July 8, 1960

NOTED
C. G. SWENSON

Mr. R. L. Porter
Office Engineer
Building

Advance Deposit
Linn County

NOTED
H. S. COX

NOTED
Harold C. Ayers

We have received Linn County's advance deposit covering the county's share in the estimated total cost for construction of the Brewster-Lebanon Section of FAS 212 and the Albany-Grand Prairie Section of FAS 576.

These projects are now clear for award of a contract.

H. S. Cox
Assistant County & City Relations Engineer

JDG:mm

REGON STATE HIGHWAY DEPARTMENT

INVOICE

DATE	BILLING REQ. NO.	YOUR ORDER NO.	CREDIT DISTRIBUTION	NOTED H. S. COX
7/26/60	cc 634		522-1099-297	

Linn County
Albany, Oregon

Attn: County Court

INVOICE NUMBER 65837

MAKE CHECKS PAYABLE TO
THE OREGON STATE HIGHWAY DEPARTMENT

SEND REMITTANCE TO:
OREGON STATE HIGHWAY DEPARTMENT
STATE HIGHWAY BUILDING
SALEM, OREGON

DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE
Advance Deposit			$14,700.00
Partial transfer county advance deposit for Brewster-Lebanon Section, FAS 212. Covered by agreement dated June 4, 1960.			11,700.00
To be retained			$ 3,000.00

ACKNOWLEDGMENT OF BILLING REQUEST
Cash Received with Request: $
By

A 150X (REVISED 5-60)

NOTED
Harold C. Ayers

NOTED
H. S. COX

NOTED
C. G. SWENSON

July 21, 1960

NOTED
[illegible]

Linn County Court
Courthouse
Albany, Oregon

NOTED
Harold C. Ayers

Gentlemen:

This is to acknowledge receipt of your advance deposit in the amount of $28,600 for the Albany-Grand Prairie, Brewster-Lebanon, and Harrisburg-Alford Junction Sections on FAS 576, 212, and 773 respectively. Contracts 5748, 5749, and 5755 have been awarded to Morse Brothers and Roy L. Houck & Sons' Corporation.

Enclosed are copies of the contracts for your files and also an additional set of plans and specifications for each project. If you should need additional plans or specifications, please advise and they will be furnished promptly.

Very truly yours,

W. C. Williams
State Highway Engineer

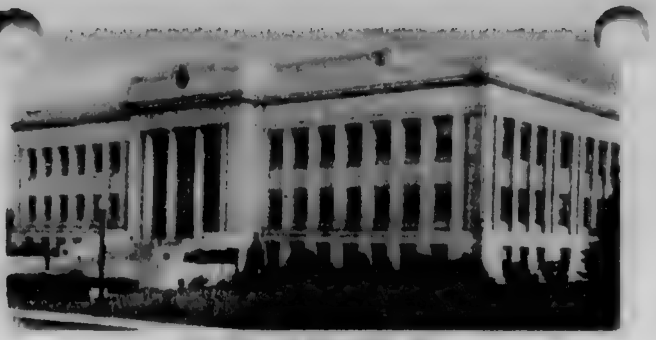
By

H. S. Cox
Assistant County & City Relations Engineer

HSC:mm
Encl.

FLOYD D. JENKS
COMMISSIONER

BURL INGRAM
COMMISSIONER



E. G. ARNOLD
COUNTY JUDGE, LINN COUNTY
ALBANY, OREGON

July 7, 1960

Oregon State Highway Commission
W.C. Williams, State Highway Engineer
Attention: H. S. Cox, Assistant
County and City Relations Engineer
Salem, Oregon

Gentlemen:

Enclosed you will find our warrant in the sum of $28,600 as per your billing to us in this amount, and the same is to cover cooperative cost in the Albany-Grange-Prarie and Brewster-Lebanon section and the Harrisburg-Alford-Junction section.

Yours very truly,

Linn County Court

E. G. Arnold
County Judge

Floyd D Jenks
County Commissioner

Burl Ingram
County Commissioner

EGA:mh
Enc.

RECEIVED
[illegible] 1960
ENGINEER
COUNTY & CITY RELATIONS

NOTED
H. S. COX

NOTED
V. R. JON

July 1, 1960

NOTED
Harold C. Ayers

Linn County Court
Courthouse
Albany, Oregon

Gentlemen:

On June 30 a satisfactory bid was received from Morse Brothers of Lebanon for paving of the Albany-Grand Prairie Section and the Brewster-Lebanon Section of FAS 576 and 212. A satisfactory bid was also received from Roy L Houck of Salem for paving the Harrisburg-Alford Junction Section of FAS 773. As per the agreements between county and state, the following advance deposits are required of the county prior to awarding of the contracts:

✓ **Albany-Grand Prairie & Brewster Lebanon Sections**	
Bid Items	$ 92,102.00
Anticipated Additional Item Flagging	700.00
	$ 92,802.00
Engineering & Contingencies, 12½%	11,600.25
Estimated Total Cost.............	$104,402.25
County Advance Deposit: 20% of $104,402.25	$ 20,880.45
Harrisburg-Alford Junction Section	
Bid Items	$ 33,945.00
Anticipated Additional Item Flagging	250.00
	$ 34,195.00
Engineering & Contingencies, 12½%	4,274.38
Estimated Total Cost.............	$ 38,469.38
County Advance Deposit: 20% of $38,469.38	$ 7,693.88
TOTAL ADVANCE DEPOSIT	$ 28,574.33 - say $28,600

Please make this advance deposit by means of a check or warrant payable to the Oregon State Highway Commission in the amount of $28,600, forwarding same to this office.

Very truly yours,

W. C. Williams
State Highway Engineer

By: H. S. Cox
Assistant County & City Relations Engineer

HSC:mm

RECEIVED
JUN 22 1960
FOR FILING

S-164(3)

5749

P

June 21, 1960

MISC. CONTRACTS and
AGREEMENTS No. 2237

County Court of Linn County
Court House
Albany, Oregon

Gentlemen:

We are enclosing for the records and files of Linn County a fully executed copy of an agreement between the State Highway Commission and Linn County covering the Albany-Grand Prairie Section and the Brewster-Lebanon Section of FAS 576 and 212, respectively, in Linn County.

Very truly yours

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

By______________________________
C. W. Head, Assistant Secretary

rn
Enc.

NOTED
H S COX

NOTED
C. G. SWENSON

Salem, Oregon
June 14, 1960

NOTED

Mr. G. S. Paxson
OFFICE

FAS Project Agreement
FAS 576 and 212
Linn County

NOTED
V. R. JONES

NOTED
Harold C. Ayers

Attached are three copies of an agreement covering the Albany-Grand Prairie Section and the Brewster-Lebanon Section of FAS 576 and FAS 212, respectively, in Linn County. Two copies have been executed by the Court and are now ready for signature by the Highway Commission. Both copies require your signature of approval.

The projects were approved 1/28/60.

John D. Graham
County & City Relations Office Engineer

JDG:mm
Att.

NOTED
J. R. JONES

NOTED
H. S. COX

NOTED
C. G. SWENSON

May 31, 1960

Linn County Court
Courthouse
Albany, Oregon

NOTED
[illegible] C. Ayers

Gentlemen:

Enclosed are two copies of an agreement and a set of plans ~~and specifications~~ in connection with the Albany-Grand Prairie Section and the Brewster-Lebanon Section of FAS 576 and 212 respectively, and also two copies of an agreement and a set of plans ~~and specifications~~ in connection with the Harrisburg-Alford Junction Section of FAS 773.

These agreements cover, among other things, state and county participation in costs and provide for an advance deposit to be made by the county after the low bid has been determined and prior to award of a contract. The estimated total cost of the Albany-Grand Prairie and the Brewster-Lebanon Sections is $108,571 and the estimated total cost of the Harrisburg-Alford Junction Section is $46,562; however, the low bids received plus 12½% for engineering and contingencies will be the basis for the county's advance deposit. Please treat these estimates as confidential.

The plans ~~and specifications~~ are for your information and records.

If satisfactory, please sign, have the county clerk attest with seal, and return all four signed copies to this office. After signature by the Highway Commission a fully executed copy of each agreement will be returned for the county's records. It would be appreciated if the signed agreements could arrive in Salem not later than June 15.

It is presently planned to accept bids for these projects on June 30.

Very truly yours,

W. C. Williams
State Highway Engineer

By

H. S. Cox

H. S. Cox
Assistant County & City Relations Engineer

HSC:mm
Encl.

NOTED
Harold C. Ayers

NOTED
C. G. SWENSON

NOTED
V. R. JONE

Salem, Oregon
February 19, 1960

Brewster-Lebanon Section, FAS 212
Albany-Grand Prairie Jct. Section, FAS 576
Linn County

Mr. Tom Edwards
OFFICE

NOTED
John F. Hagemann

The field data for the subject-named projects has been examined and found to be generally consistent with the projects as proposed by the county and approved by the Highway Commission.

The following revisions in the field data are requested:

Brewster-Lebanon Section, FAS 212
Revise the southerly terminus from station 0+00 to the P.T. station of 1+52. This will eliminate the necessity of justifying a 56° curve to the B.P.R. and also conform to the project limits established in the initial project proposal.

Albany-Grand Prairie Section, FAS 576
The railroad track at station 8+30 is being abandoned and the track will be removed in the near future. Mr. Larsen, County Engineer, has requested that approximately a 100' section at this track crossing be removed from the project so as to permit removal of the track and re-grading to match the road grade line after the tracks have been removed. Re-grading and paving of this 100' section will be accomplished by the county at such time as the track removal has been completed.

The county engineer has also requested that all existing approach roads be paved to the right-of-way line on both of the above projects.

V. R. Jones
Field Engr., County & City Relations

JFH:mm

cc: V. G. O'Neil
Frank Hall
Vic Wolfe

NOTED
JOHN D. GRAHAM

NOTED
R. JONE

NOTED
C. G. SWENSON

MEMO TO J. W. NASH
2/18/60

FAS 212, LINN COUNTY

TERMINI: From FAS 213 southerly to FAS 214 0.4 mile east of Lebanon (Brewster-Lebanon Section).

PROPOSED WORK: Construct 2-lane high type surface.

NOTED
John F. Hagemann

PROJECT LENGTH: 2.95 miles.

COSTS	TOTAL	FEDERAL	STATE	OTHER
CONSTRUCTION	$80,000	$48,000	$16,000	$16,000 (Co)

EXISTING FACILITY

ROADWAY: Existing 20' bituminous wearing surface on a roadway being widened to a width sufficient to permit a finished roadway consisting of a 22' wide asphaltic concrete wearing surface with 4' shoulders. The widening is being performed by Linn County to approved highway standards. There will be no substandard grade or alignment.

STRUCTURES: None.

ADJACENT SECTIONS

NORTH END: 20' asphaltic concrete, 4' shoulders constructed under Oregon Project S-164(2).

SOUTH END: 20' asphaltic concrete, 5' shoulders.

PROJECT DATA: Construct 22' asphaltic concrete pavement with 4' shoulders.

ROW WIDTH:	60' minimum.
ACCESS CONTROL:	None.
RR Xing:	
NAME OF RR CO:	S.P.R.R.
NO. OF TRACKS:	One
NO. OF TRAINS:	
SIGHT DISTANCE:	
VEHICLE SPEEDS:	
GROUP PRIORITY:	
RR BENEFITS:	
EXISTING PROTECTION:	Automatic wig-wag signal on west side of crossing. Advance warning signs.
PROPOSED PROTECTION:	Existing to remain in operation.
SYSTEM ACTION:	None required.
PUBLIC HEARING:	None required.
MINIMUM DESIGN STANDARDS:	No exceptions.
UNUSUAL OR COMPLICATED SITUATIONS:	None.

Route data submitted under Oregon Projects S-164(1) and S-164(2).

NOTED
JOHN D. GRAHAM

VRJ:mm

RECEIVED
FEB 15 1960
FOR FILING
S 114 (3)
5749

February 11, 1960

Mr. A. W. Kilborn
Superintendent
Southern Pacific Company
Union Station
Portland 9, Oregon

Dear Sir:

Re: Brewster-Lebanon Section
Crabtree-Lebanon County
Road, Linn County

Herewith location prospectus on the above-cited project. This will involve the improvement of a grade crossing of your tracks east of Lebanon. The location is just starting and I will advise you later when the data is available.

Very truly yours,

W. C. Williams
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

GSP:gm
Attach.

cc Mr. W. C. Williams

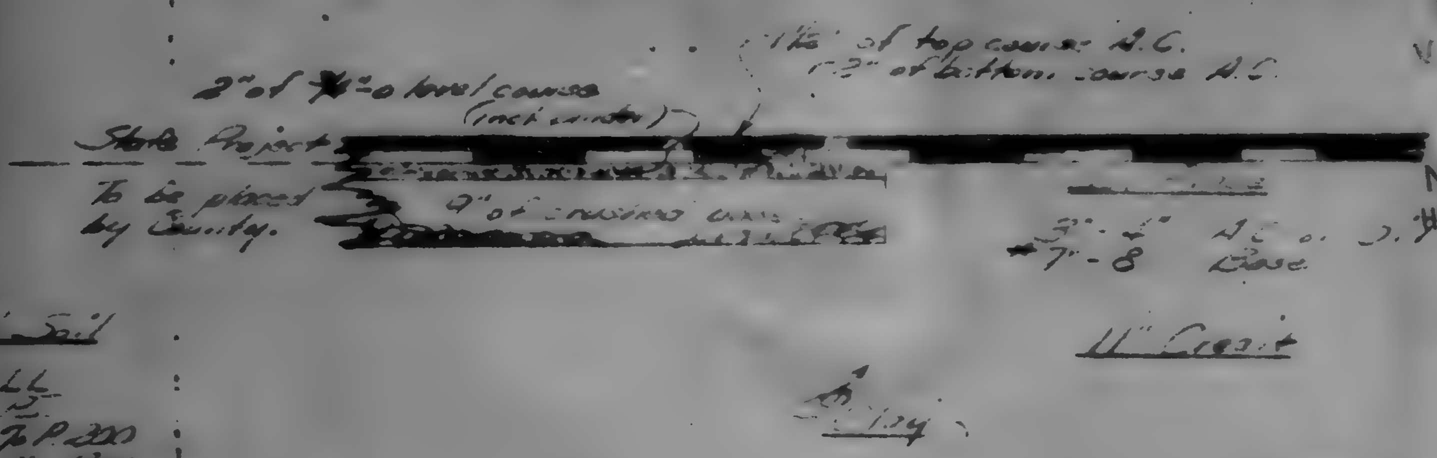
[illegible] STATE HIGHWAY [illegible]
CONSTRUCTION DIVISION
GEOLOGY AND SOILS SECTION
Proposed PROJECT BASE DESIGN *Proposed*

Section *Brewster – Lebanon* Highway *E.A.S. 212* County *Linn* Prefix

Res. Engr. Length of Project *Approx. 30* Miles. Sta. to Sta. Date *2-10-60*

TYPICAL SECTIONS *Traffic Classif. - M-H* *(Logging Area)*

New Work *Existing Roadway*



NOTED
V. R. JONES

NOTED
Harold C. Ayers

NOTED
JOHN D. GRAHAM

① *Typical Soil*

43	LL
23	PI
77	% P. 200
6	% Rock
22	% Sand
28	% Silt
44	% Clay
24	"R" Value

Required Base & Wear: Crushed	Required Base & Wear: Not Crushed	Designed Base & Wear: Exist. Surf. Allow.	Designed Base & Wear: New Work	
			3½	A.C.
			2	[illegible]
			4	[illegible]
14½			14½	
Over Existing Roadway				
			3½	A.C.
		11		
14½			4½	

PROPOSED MATERIAL SOURCES

Location	Lab. No.	S.G.	Type of Material	Max. Size	% Pass No. 4 Screen	% Pass No. 40 Screen	Abrasion Loss %	Sodium Sulphate Loss %	LL	PI	To be used for.
Suitable material source to be determined by the Engineer.											
**Representative test of existing base*	58-506	2.76	Gravel	3"	45.	23.2	13.6	— —	25	0	

cc Deputy State Highway Engineer
Construction Engineer
Engineer of Materials
Division Engineer
Resident Engineer
Office Engineer
Design Engineer
Soils Engineer Division

Submitted by *G. L. Decker*

Recommended by *[illegible]* Construction Engineer

Recommended by *C. J. Hagemann* Engineer of Materials

Approved by *[illegible]* Deputy State Highway Engineer

RECEIVED
[illegible] 1960
FOR FILING

S.164 (3)

5749

Linn

NOTE
W. C. WILLIAMS

2-8-60

LOCATION PROSPECTUS
BREWSTER-LEBANON SECTION
CRABTREE-LEBANON ROAD
FAS 212 - LINN COUNTY

The following prospectus is submitted concerning the above-mentioned section of the Crabtree-Lebanon Road, which is a county road on the Federal Aid Secondary System. The northerly terminus is at the junction of FAS 213 with FAS 212. The southerly terminus is at the junction of FAS 214 with FAS 212, easterly of Lebanon. The overall length of the project is 3.0 miles.

This will be an office location (from maps and profiles furnished by Linn County) to prepare plans, specifications, and estimates for paving. There are no towns affected by this project.

The general route is the existing county road. Soils investigation will be conducted. There are no special drainage problems. An economic analysis is not needed.

The existing (1958) ADT is 1,500 and the projected (1978) ADT is 2,400. This will be a Class "B"-50 highway with a maximum grade of 4 per cent and a maximum curvature of 10 degrees. One 56-degree curve is located at the southerly end of the project and is a part of a wye connection. The typical section will consist of a 22-foot traveled way with 4-foot untreated shoulders. Non-spiraled curves and substandard superelevation will constitute deviation from State and Federal standards.

Rise and fall and central angle are 175 feet and 244 degrees respectively.

This will be an unrestricted access facility with four "at grade" intersections and one "at grade" railroad crossing. There are no major stream crossings.

The tentative base design by G. L. Decker is:

New Work -	Paving, Base, and Wear	3½"	A. C.
	Top Course, Base	2 "	3/4"-0 Crushed
	Bottom Course, Base	9 "	Coarse Crushed
	Total Depth	14½"	
Over Existing -	Paving, Base, and Wear	3½"	A. C.

Material is available from local commercial sources.

Agreements with the county will be necessary.

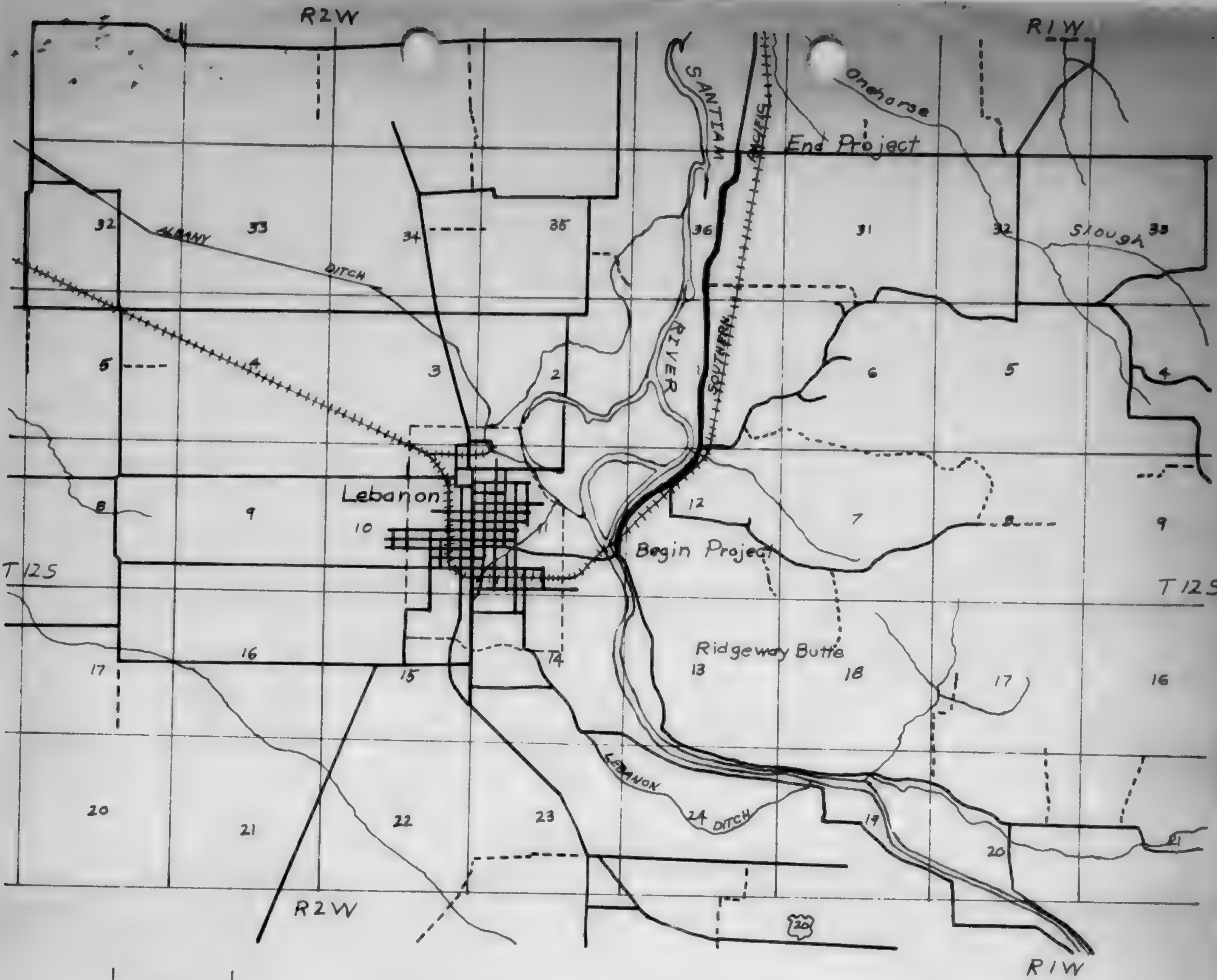
There are no State parks or roadside rest areas affected by this project.

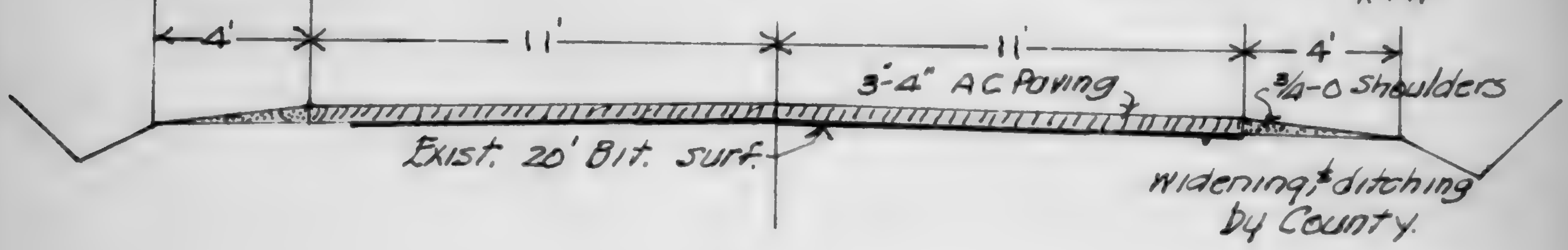
February 8, 1960

Attach.

cc W. C. Williams ✓
Forrest Cooper
G. S. Paxson (2)
Tom Edwards
J. D. Walker (2)
S. F. Walters
C. H. Armstrong
Mark Astrup
G. K. Attig
D. J. Barbee
Jay Blair
F. B. Crandall
G. L. Decker (2)
I. A. DeFrance
R. C. Edgerton
Frank Hall
Val P. Johnson
Ivan D. Merchant
J. W. Nash
C. G. Polk
R. L. Porter
C. G. Swenson
Walter T. Wright

RECEIVED
FEB 10 1960
OFFICE OF
STATE HIGHWAY ENGINEER





Prospectus Map
Brewster-Lebanon Section
Crabtree-Lebanon County Road
F.A.S. 212.-Linn County
1960

NOTED
Harold C. Ayers

NOTED
V. R. JONES

NOTED
C. G. SWENSON

February 1, 1960

Linn County Court
Courthouse
Albany, Oregon

NOTED
John F. Hagemann

File FAS 212

Gentlemen:

On January 28, the Highway Commission approved the proposed Linn County FAS projects as described in the attached tabulation which is believed to conform with the County's request. Preparation of plans and specifications for these projects will be handled under the supervision of our division office with headquarters in Salem.

Very truly yours,

W. C. Williams
State Highway Engineer

By

John F. Hagemann
Assistant County & City Relations Engineer

JFH:mm
Att: Tab. 1960-a

NOTED
JOHN D. GRAHAM

PROPOSED PROJECTS
LINN COUNTY

✓ FAS 212, Brewster-Lebanon Section, approximately 3 miles, $70,000. This section extends from the junction of FAS 212 with FAS 213 (south end of Oregon Project S-164(2) constructed in 1957) southerly to the junction of FAS 212 with FAS 214 east of Lebanon.

The proposed project is to place an asphaltic concrete pavement 22' in width with 4' shoulders over the existing 20' bituminous pavement with approximately 6' shoulders. At present time the shoulder width is variable; however, the county will widen as required to establish the above shoulder width uniformly. Some spots on the existing pavement may require leveling prior to paving.

FAS 576, Albany-Grand Prairie Junction Section, approximately 1.3 miles, $30,000. This section extends from the Albany city limits approximately 200' north of the railroad track southerly to the junction of FAS 576 with FAS 770.

The proposed project is to construct an asphaltic concrete pavement 22' in width with 4' shoulders over the existing 19' to 20' wide bituminous wearing surface. The county will widen the existing roadway as required to permit constructing the above 30' wide finished roadway. Reflectorized cross-bucks with advance warning signs will be required at the railroad crossing.

FAS 773, Harrisburg-Alford Junction Section, approximately 1.7 miles, $35,000. This section extends from the Harrisburg city limits easterly to the intersection of FAS 773 with the Alford County Road.

The proposed project is to construct an asphaltic concrete pavement 22' in width with 4' shoulders over the existing 20' wide oil mat. The county will widen the existing roadway as required to permit construction of the above 30' wide finished roadway.

FAS 777, Diamond Hill Road-Lane County Line Section, approximately 5.7 miles, $50,000. This section extends from the junction of FAS 777 with FAS 773 (Diamond Hill County Road) southerly to the Lane County line.

The proposed project is to construct an asphaltic concrete wearing surface 2" thick and 20' in width with 4' shoulders on the grade and base prepared by Linn County in 1959. The base and leveling course for this section was originally worked up for construction as an FAS project; however, during the period we were not accepting bids the county contracted this work, using our plans and specifications. The original base and surface design anticipated a type O-11 oil mat wearing surface; however, due to favorable asphaltic concrete prices in this area the county has requested that one 2" lift of asphaltic concrete be substituted for the O-11.

FAS 214, Hamilton Creek Bridge, $13,000. This bridge is located approximately 5 miles southeast of Lebanon and carries highway department inventory number 11,964.

The proposed project is to replace the existing 120' P.T. bridge with a new structure having a roadway width of 26'. The new structure will be on the same location as the existing bridge and the road can be closed during construction with traffic detoured via other existing county roads. If suitable, a precast beam with poured-in-place deck on treated piles is the type of structure preferred.

Mr. Walter Larsen, Linn County Engineer, will make available plan maps for all of the paving projects. A vicinity map for the bridge site will be required from state survey crews.

The funds shown for the individual projects listed above are approximate with all projects totaling $198,000 which is the presently estimated total of FAS funds available to Linn County. This total may be adjusted as final costs for projects presently under contract become available. The funds for the individual sections may be shifted between these sections as required. The paving projects are to have first priority for construction from available funds with the remainder to be applied on the bridge project. In the event there are insufficient funds left after contracting the paving projects for construction of the bridge, it will be carried forward until additional FAS funds become available.

The projects on FAS 212 and 576 should be combined under one contract with the projects on FAS 773 and 777 combined under a second contract.

S-439(1) Rock Cr. & Eight Mile 1960
S-163(3) Canyon Bridges
#5750

CYA
2240

OREGON STATE HIGHWAY DEPARTME

INVOICE

NOTED
H. S. COX

DATE	BILLING REQ. NO.	YOUR ORDER NO.	CREDIT DISTRIBUTION
1-23-62	CC-727		511-1027-297

NOTED
DON HARWELL

- Gilliam County Courthouse
- Condon, Oregon
- Attention: County Court

Contract 5750
L-439(1)
& L-163(3)

INVOICE NUMBER
72974

MAKE CHECKS PAYABLE TO
THE OREGON STATE HIGHWAY DEPARTMENT

SEND REMITTANCE TO:
OREGON STATE HIGHWAY DEPARTMENT
STATE HIGHWAY BUILDING
SALEM, OREGON

DESCRIPTION		QUANTITY	UNIT PRICE	TOTAL PRICE
Original Advance Deposit	$7,100.00			
Less amount previously tsfd.	5,600.00			1,500.00
County share cost as per attached statement	6,564.48			
Less amount previously transferred	5,600.00			964.48
To be refunded				535.52

NOTED
R. H. PRANGE

FAS 446 & 573

ACKNOWLEDG [illegible]
Cas R [illegible]
By

A 150 (REVISED 7-60)

NOTED
Harold C. Ayers

NOTED
DON HARWELL

NOTED
H. S. COX

January 23, 1962

Gilliam County Court
Courthouse
Condon, Oregon

NOTED
R. H. PRANGE

NOTED
V. R. JONES

JOHN D. GRAHAM

Gentlemen:

Final costs are now available for the Rock Creek and Eight Mile Canyon Bridges on FAS 446 and 573 covered by agreement dated June 10, 1960, as shown in the attached cost statement.

In accordance with this agreement, a refund of $535.52 is due the County in connection with these projects. This refund will be made by our accounting division within the next few days.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

V R Jones
V. R. Jones
County & City Relations Planning Engineer

VRJ:mm

RECEIVED
FEB 17 1961

FOR FILING

[illegible]-439 (1)
8-163 (3)
5750

February 17, 1961

American Surety Co.,
600 Yeon Bldg.,
Portland 4
Oregon

Gentlemen:

State Highway contract #5750 for construction of the Rock Creek and Eight Mile Canyon Bridges on County Roads (FAS 446) and (FAS 573) in Gilliam County was completed by the contractor, Harney Homes, Inc., on January 13, 1961, and was formally accepted by the Highway Commission on January 27, 1961.

Final payment in the amount of $3,055.14 will be released to the contractor on or after February 27, 1961. The total contract amount is $31,354.36, and no force account work was performed on the project.

The State is not aware of any unpaid claims for labor or materials and assumes no responsibility for such claims should there be any.

This notice is sent as your company appears as surety on the performance bond furnished by the contractor on this project.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: Harney Homes, Inc.,
60 East Monroe
Burns
Oregon

RECEIVED
JAN 17 1961
FOR FILING

COMMISSIONERS
[illegible] McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

S-439(1)
5750

January 16, 1961

Mr. C. G. Polk, Division Engineer
Bureau of Public Roads
Room 408
State Highway Building
Salem, Oregon

RE: Rock Creek & Eight
Mile Canyon Bridges
Contract #5750
FAP No's. S-439(1)
and S-163(3)

Dear Sir:

Harney Homes, Inc., completed work on the Rock Creek and Eight Mile Canyon Bridges, Contract #5750, FAP No's. S-439(1) and S-163(3), on Federal Aid Secondary Routes 446 and 573, in Gilliam County on January 13, 1961.

Very truly yours,

Ivan D. Merchant
Bridge Engineer

CAG:nk

cc: J. W. Nash
Floyd Query
D. B. Parkes

[illegible] 5750 8-22-60

RECEIVED
1960
FOR FILING

Monthly Transaction No. 8-107	Fo PR-2 (9 57) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	ate **Oregon** H
		County **Gilliam**
Project Report No. S-439 (1) S-113 (3) 5750	**FEDERAL-AID PROJECT AGREEMENT**	Project No. **S-163(3)**

The State, through its Highway Department, having complied with the terms and conditions set forth in the Federal-Aid Road Act, approved July 11, 1916 (39 Stat. 355), as amended and supplemented, and in the Regulations issued pursuant thereto by the Secretary of Commerce, relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein.

Project termini

Co. Rd. Eight Mile Canyon Br., 10 mi. E. Olex

Project classification or class of work	Effective date of authorization	Approximate length *(Miles)*
Highway planning		
Preliminary engineering		
Rights-of-Way		
Construction	2-12-60	0.0
Other *(Specify)*		

FUNDS

Estimated total cost of project $ 11,447	Federal funds $ 6,800

The State further stipulates that pursuant to said Act and Regulations, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By

State Highway Engineer
(title)

By

(title)

By

(title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

~~BY~~ **C. G. Polk**
Division Engineer

By: R C Wright
R. C. Wright
Administrative Manager

Date executed by
Division Engineer **August 22, 1960**

USComm-DC 40257

August 17, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding two copies of project agreement, signed by the Highway Commission, for the Eight Mile Canyon Bridge, Project No. S-163(3).

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

RWC:bb

July 26, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding four copies of estimate as a basis for project agreement for the Eight Mile Canyon Bridge, Project No. S-163(3).

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

RHC:jb

Oregon State Highway Department

Federal Aid Secondary
Project No. S-163(3)

EIGHT MILE CANYON BRIDGE ON THE
CLEM-McNAB ROAD IN GILLIAM COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, July 26, 1960

Type Code X031
Eight Mile Canyon Bridge (Sta. 6+15.22 to Sta. 6+54.22)(Contract No. 5750)

Remove Old Bridge and Remodel Abutments	All Required		$ 1,500.00
Class "A" Concrete (32 cu.yds.)	All Required (17%)		2,776.95
Metal Reinforcement (7,000 lbs.)	All Required (15%)		1,077.30
Structural Steel (19,400 lbs.)	All Required		4,703.00
Timber in Place	0.70 M-FBM	$500.00	350.00
	Subtotal		$10,407.25
	10% Engr. & Cont.		1,039.75
	Total		$11,447.00

Length of Structure - - - - 0.007 Mile

Federal Funds -	$ 6,800.00
State Funds -	2,323.50
County Funds- -	2,323.50
	$11,447.00

State Funds for Const.: Chap. 175, Laws 1917; Chap. 31, Laws 1920;
Chap. 529, Laws 1939

Funds for Maint.: Chap. 529, Laws 1939

Note: Necessary funds have been deposited by Gilliam County with the Highway Department.

RECEIVED
AUG 21 1960
FOR FILING

8-115

5750

8-22-60

Monthly Transaction No.	Form PR-2 (57) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	State **Oregon** H
Project Report No. S-439(1) S-163(3) 5750	**FEDERAL-AID PROJECT AGREEMENT**	County **Gilliam**
		Project No. **S-439(1)**

The State, through its Highway Department, having complied with the terms and conditions set forth in the Federal-Aid Road Act, approved July 11, 1916 (39 Stat. 355), as amended and supplemented, and in the Regulations issued pursuant thereto by the Secretary of Commerce, relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein.

Project termini

Co. Rd. Rock Cr. Br., 0.4 mi. W. of Olex

Project classification or class of work	Effective date of authorization	Approximate length *(Miles)*
Highway planning		
Preliminary engineering		
Rights-of-Way		
Construction	2-12-60	0.1
Other *(Specify)*		

FUNDS

Estimated total cost of project $ 23,273	Federal funds $ 14,000

The State further stipulates that pursuant to said Act and Regulations, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By
State Highway Engineer
(title)

By ______________________
(title)

By ______________________
(title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

By C. C. Polk
Division Engineer

By: R. C. Wright
Administrative Manager

Date executed by Division Engineer **August 22, 1960**

USComm-DC 40257

August 17, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding two copies of project agreement, signed by the Highway Commission, for the Rock Creek Bridge, Project No. S-439(1).

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

RMC:bb

July 26, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding four copies of estimate as a basis for project agreement for the Rock Creek Bridge, Project No. S-439(1).

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

MWC:jb

Oregon State Highway Department

Federal Aid Secondary
Project No. S-439(1)

ROCK CREEK BRIDGE ON THE ROCK CREEK ROAD IN GILLIAM COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, July 26, 1960

Type Code X021
Rock Creek Bridge (Sta. 12+08 to Sta. 13+08)(Contract No. 5750)

Structural Excavation	125 cu.yds.	$10.00	$ 1,250.00
Class "A" Concrete (166 cu.yds.)	All Required ([illegible])		13,558.05
Metal Reinforcement (44,300 lbs.)	All Required ([illegible])		6,104.70
8-inch Metal Drain Pipe	70 lin. ft.	3.50	245.00
	Subtotal		$21,157.75
	10% Engr. & Cont.		2,115.25
	Total		$23,273.00

Length of Structure - - - - 0.019 Mile

Federal Funds -	$14,000.00
State Funds -	4,636.50
County Funds- -	4,636.50
	$23,273.00

State Funds for Const.: Chap. 175, Laws 1917; Chap. 31, Laws 1920;
Chap. 529, Laws 1939

Funds for Maint.: Chap. 529, Laws 1939

Note: Necessary funds have been deposited by Gilliam County with the Highway Department.

RECEIVED
FORM E-129
AUG 10 1960
FOR FILING

8.439 (1)
8.163 (3)
5750

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

August 9, 1960

Harney Homes Inc.,
60 East Monroe
Burns
Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission:

> Contract #5750, awarded July 8, 1960, for the Rock Creek Bridge and Eight Mile Canyon Bridge construction on FAS 446 and FAS 573 in Gilliam County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

ds
Encl.

OREGON STATE HIGHWAY DEPARTMEN

INVOICE

NOTED
Harold C. Ayers

NOTED
H. S. COX

DATE	BILLING REQ. NO.	YOUR ORDER NO.	CREDIT DISTRIBUTION
7/26/60	sc 639		511-1027-297

INVOICE NUMBER
65832

Gilliam County
Condon, Oregon

Attn: County Court

MAKE CHECKS PAYABLE TO
THE OREGON STATE HIGHWAY DEPARTMENT

SEND REMITTANCE TO:
OREGON STATE HIGHWAY DEPARTMENT
STATE HIGHWAY BUILDING
SALEM, OREGON

DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE
Advance Deposit			$7,100.00
Partial transfer county advance deposit for Rock Creek Cridge and Eight Mile Creek Bridge sections on FAS 446 and 573. Covered by agreement dated 6/10/60			5,600.00
To be retained			$1,500.00

ACKNOWLEDGMENT OF BILLING REQUEST

Cash Received with Request: $ ______________

By ______________________________

A 150X (REVISED 5-60)

NOTED
H. S. COX

July 22, 1960

NOTED
[illegible] R. [illegible]

Gilliam County Court
Courthouse
Condon, Oregon

NOTED
Harold C. Ayers

NOTED
C. G. SWENSON

Gentlemen:

This is to acknowledge receipt of your advance deposit in the amount of $7,100 for Rock Creek Bridge and Eight Mile Creek Bridge on FAS 446 and 573. Contract No. 5750 has been awarded to Harney Holmes, Inc.

A copy of the contract for your files and also another set of plans and specifications are enclosed. If you should need additional plans or specifications, please advise and they will be furnished promptly.

Very truly yours,

W. C. Williams
State Highway Engineer

By

H. S. Cox
Assistant County and City Relations Engineer

HSC:mm
Encl.

NOTED
J. R. JONES

NOTED
C. G. SWENSON

~~Salem~~ Salem, Oregon
July 8, 1960

Advance Deposit
Gilliam County

NOTED
H. S. COX

Mr. Ivan Merchant
Bridge Engineer
Building

NOTED
Harold C. Ayers

We have received Gilliam County's advance deposit of $7,100 for construction of the Rock Creek Bridge and Eight Mile Creek Bridge on FAS 446 and 573 respectively. This project is now clear for awarding a contract.

H. S. Cox
Assistant County & City Relations Engineer

HSC:mm

NOTED

NOTED
H. S. COX

July 1, 1960

Gilliam County Court
Courthouse
Condon, Oregon

NOTED
Harold C. Ayers

Gentlemen:

On June 30, a satisfactory bid was received from Harney Homes, Inc., of Burns for construction of the Rock Creek and Eight Mile Creek Bridges on FAS 446 and 573. As per agreement between county and state, the following advance deposit is required of the county prior to awarding of a contract:

Bid Items	$31,565.00
Engineering & Contingencies, 12½%	3,945.63
Estimated Total Cost.	$35,510.63
County Advance Deposit 20% of $35,510.63	$ 7,102.13 - say $7,100

Please make this advance deposit by means of a check or warrant in the amount of $7,100 payable to the Oregon State Highway Commission, forwarding same to this office.

Very truly yours,

W. C. Williams
State Highway Engineer

By

H. S. Cox
Assistant County & City Relations Engineer

HSC:mm

RECEIVED
JUN 22 1960
FOR FILING

Court
Bridges
Gen.

June 21, 1960

County Court of Gilliam County
Court House
Condon, Oregon

Gentlemen:

We are enclosing for the records and files of Gilliam County a fully executed copy of an agreement between the State Highway Commission and Gilliam County covering the Rock Creek and Eight Mile Canyon Bridges on FAS 446 and 573 in Gilliam County.

Very truly yours

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

By__________________________
C. W. Head, Assistant Secretary

rn
Enc.

RECEIVED
JUN 27 1960
FOR FILING

Const
Bridges
Gen

Salem, Oregon
June 21, 1960

MISC. CONTRACTS and
AGREEMENTS No. 2240

FAS Project Agreement
Gilliam County

Mr. C. G. Swenson
City & County Relations Engineer
Office

Attached is a conformed copy of an agreement with Gilliam County covering the Rock Creek and Eight Mile Canyon Bridges on FAS 446 and 573 in Gilliam County.

A fully executed copy of the above agreement has been retained in this office for the Commission's files and one fully executed copy has been sent to the County Court of Gilliam County.

Assistant Secretary

rn
Attach: 1

FORM E-30X 50M 7-59 22125

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 16, 1960

To: Mr. G. S. Paxson
OFFICE

SUBJECT: FAS Project Agreement
Gilliam County

Attached are three copies of an agreement covering the Rock Creek and Eight Mile Canyon Bridges on FAS 446 and 573 in Gilliam County. Two copies have been executed by the Court and are now ready for signature by the Highway Commission. Both copies require your signature of approval.

The project was approved 12/16/59.

C. G. S.
C. G. Swenson
County & City Relations Engineer

RHP:mm
Att.

RECOMMENDED FOR APPROVAL
G S Paxson
Assistant State Highway Engineer

AUTH [illegible] SION
DATE 12-16-59 Min page 18
Floyd Query
Secretary

NOTED
Harold C. Ayers

NOTED
H. S. COX

Oregon State Highway Commission
State Highway Building
Salem, Oregon

Attention: County & City Relations Division

Subject: Federal Aid Project No. S-439(1)
Highway No. FAS 446
Name of Project Rock Creek Bridge

Gentlemen:

We hereby certify that, to the best of our knowledge and belief, all rights-of-way or rights of entry for the above-referred to Federal-aid project have been secured.

Dated at Condon, Oregon, this 17th day of June, 1960.

Gilliam County Court

Jas. L. Burns
Judge

Van Rietmann
Commissioner

Leo Barnett
Commissioner

File # 31363
31364

To R/W Dept. 7-6-60

NOTED
V. R JONES

NOTED
C. G. SWENSON

NOTED
H. S. COX

NOTED
Harold C. Ayers

June 10, 1960

Gilliam County Court
Courthouse
Condon, Oregon

Gentlemen:

Enclosed are two option forms in quadruplet covering right-of-way to be acquired for the Rock Creek Bridge Section of FAS 446. Also enclosed are two prints of the right-of-way map of these properties.

When the county has completed negotiations for the required right-of-way for this project, please advise this office by signing and forwarding two copies of the enclosed right-of-way certificates. We should also be advised of the conditions, if any, which would affect the construction project.

This project will be on the June 30 letting and it would be most desirable to have the signed certificates by that date.

Very truly yours,

W. C. Williams
State Highway Engineer

By

H. S. Cox
Assistant County & City Relations Engineer

HSC:mm
Encl.

FORM E-30 50M 2-60 26118

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 10, 1960

SUBJECT: Options
Rock Creek Bridge
Gilliam County

To: Mr. C. G. Swenson
County & City Relations Engr.
OFFICE

This is to confirm that on June 10, 1960, we handed Mr. Cox 2 original option forms in quadruplet covering right of way to be acquired in connection with the Rock Creek Bridge Section of the County Road in Gilliam County. Statements of Information were furnished. This contract is scheduled for letting June 28, 1960.

Please return a signed or conformed copy of each option to the State Highway Department so that we may inform the engineers of the conditions, if any, on each transaction.

We attached 4 prints of map No. 10C-10-60 covering this area and bearing our date of June 10, 1960.

File No.	Name	Area
31363	McKinley and Ida Crum	0.3 Acre
31364	R. E. and Lulu M. Irby	2.1 "

Earl F. Saling

EARL F. SALING
Right of Way Office Manager

AC:jm

cc: K. A. Chatwood

cc: A. F. Parson-1 print

RECEIVED
[illegible] 1960
ENGINEER
COUNTY & [illegible] RELATIONS

RECEIVED
[illegible] 1960
ENGINEER
[illegible] TY & [illegible]

NOTED
C. G. SWENSON

June 6, 1960

NOTED
H. S. COX

Gilliam County Court
Courthouse
Condon, Oregon

NOTED
Harold C. Ayers

Gentlemen:

Enclosed are two copies of an agreement and a set of plans and specifications in connection with the Rock Creek and Eightmile Canyon Bridges on FAS 446 and 573.

This agreement covers, among other things, state and county participation in costs and provides for an advance deposit to be made by the county after the low bid has been determined and prior to award of a contract. The estimated total cost of this project, including engineering and contingencies, is $37,500; however, the low bid received plus 12½% for engineering and contingencies will be the basis for the County's advance deposit. Please treat this estimate as confidential.

The set of plans and specifications is for your information and records.

If satisfactory, please sign, have the county clerk attest, with seal, and return both signed copies to this office. After signature by the Highway Commission, a fully executed copy of the agreement will be returned for the county's records. It would be appreciated if the signed agreements could arrive in Salem not later than June 15.

It is presently planned to accept bids for this project on June 30.

Very truly yours,

W. C. Williams
State Highway Engineer

By

H. S. Cox
Assistant County & City Relations Engineer

HSC:mm
Encl.

FORM E-30 80M 11-58 15650

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

NOTED
H. S. COX

La Grande, Oregon
May 25, 1960

SUBJECT Rock Creek Section
F.A.S. 446, Gilliam County

To:

Mr. Clarence Swenson
County and City Relations Engineer
Salem

Attention: R. H. Prange

Herewith copy of the Rock Creek vicinity map, Gilliam County, F.A.S. 446, along with Statement of Authorization to to Purchase forms, upon which you will find indicated the description of the property adjacent to the bridge approaches. Description can be made up from these data.

The sketch map indicates in pencil toe of slope as an indication of the right of way width required.

See R/W files

A. F. Parson
Division Engineer

By

C. D. Cannon
Office Engineer

CDC:dj
Encl.

Copy of Letter to F Scott 5-27-60
also Statement of Information for
J.K Weatherford Jr
Clifford N Nelson
✓ Fed Land bank of Spokane

MEMO TO J. W. NASH
1/22/60

NOTED
John F. [illegible]

NOTED
Harold C. Avers

NOTED
C. G. SWENSON

FAS 446, GILLIAM COUNTY

TERMINI: Bridge over Rock Creek 0.4 mile west of Olex (Rock Creek Bridge).

PROPOSED WORK: Construct one concrete bridge 84' long.

LENGTH: 0.02 mile.

COSTS	TOTAL	FEDERAL	STATE	OTHER
CONSTRUCTION:	$25,000	$15,000	$5,000	$5,000 (Co.)

EXISTING FACILITY: Steel pony truss 60' long, H.C. 13'-8", on substandard alignment.

ADJACENT SECTIONS: Being constructed by Gilliam County through a 24' wide finished roadway.

PROJECT DATA: Construct a R.C.D.G. bridge 84' in length, H.C. 24', on an improved grade and alignment. Gilliam County will construct road approaches as required to approved highway standards.

ROW WIDTH: 60' minimum.

MINIMUM DESIGN STANDARDS	No exceptions.
ACCESS CONTROL:	None.
RR XING:	None.
SYSTEM ACTION:	None required.
PUBLIC HEARING:	None required.
UNUSUAL OR COMPLICATED SITUATIONS:	None.

FAS 446 serves a large agricultural area ~~producing~~ producing wheat, ~~[illegible]~~ feed crops, and cattle. It is also a school bus and mail route.

NOTED
JOHN D. GRAHAM

NOTED
V. R. JONES

JFH:mm

NOTED
Harold C. Ayers

NOTED
John F. Hagemann

NOTED
C. G. SWENSON

MEMO TO J. W. NASH
1/22/60

FAS 573, Gilliam County

TERMINI: Bridge over Eight Mile Canyon approximately 9.5 miles east of Olex (Eight Mile Canyon Bridge).

PROPOSED WORK: Construct one steel I-beam bridge 40' long.

LENGTH: 0.01 mile.

COSTS	TOTAL	FEDERAL	STATE	OTHER
CONSTRUCTION	$10,000	$6,000	$2,000	$2,000 (Co.)

EXISTING FACILITY: Untreated timber truss 40' long, H.C. 17'-6", H-3 loading.

ADJACENT SECTIONS: Oil mat wearing surface 18' wide with 2' shoulders constructed under Oregon Project S-163(1).

PROJECT DATA: Construct a 40' long steel I-beam span with concrete deck having a horizontal clearance of 24' on the existing concrete abutments.

ROW WIDTH:	50' minimum.
MINIMUM DESIGN STANDARDS:	No exceptions.
ACCESS CONTROL:	None.
RR XING:	None.
SYSTEM ACTION:	None required.
PUBLIC HEARING:	None required.
UNUSUAL OR COMPLICATED SITUATION:	None.

Route data submitted under S-163(1).

NOTED
V. R. JONES

NOTED
JOHN D. GRAHAM

JFH:mm

NOTED
Harold C. Ayers

NOTED
C. G. SWENSON

Salem, Oregon
January 12, 1960

Mr. Tom Edwards
OFFICE

Rock Creek Bridge
FAS 446, Gilliam County

NOTED
V. R. [illegible]

The field data for the subject named project has been examined and found to be consistent with the project as proposed by the county and approved by the Highway Commission.

The FAS project will be for the bridge only with Gilliam County performing all required road work. Mr. Bickmore, Assistant Division Engineer, advised that it was his understanding that no right-of-way descriptions would be required as the county had already negotiated for the right-of-way; however, he will double-check on this. He also requested that prints of the vicinity map, together with the cross-sections, field notes, and computation sheets be returned to the division as soon as possible so that they can furnish the information to the county for its grading operations.

John F. Hagemann
Assistant County & City Relations Engineer

JFH:mm

cc: Ivan Merchant

NOTED
JOHN D. GRAHAM

NOTED
C. G. SWENSON

December 21, 1959

NOTED
V. R. JONES

Gilliam County Court
Courthouse
Condon, Oregon

~~Gili Fas 116~~

NOTED
Harold C. Ayres

Gentlemen:

On December 16 the Highway Commission approved the county FAS projects as described in the attached tabulation which is believed to conform with your request. Preliminary engineering for the projects will be performed under the supervision of our division office with headquarters in La Grande.

Very truly yours,

W. C. Williams
State Highway Engineer

By

John F. Hagemann
Assistant County & City Relations Engineer

JFH:mm

Att: Tab. 59-h

NOTED
JOHN D. GRAHAM

PROPOSED PROJECTS
GILLIAM COUNTY

✓FAS 446, Rock Creek Bridge, $25,000. This bridge is located approximately 0.4 mile west of Olex. The existing bridge is a 60' long steel pony truss having a horizontal clearance of 13'-8".

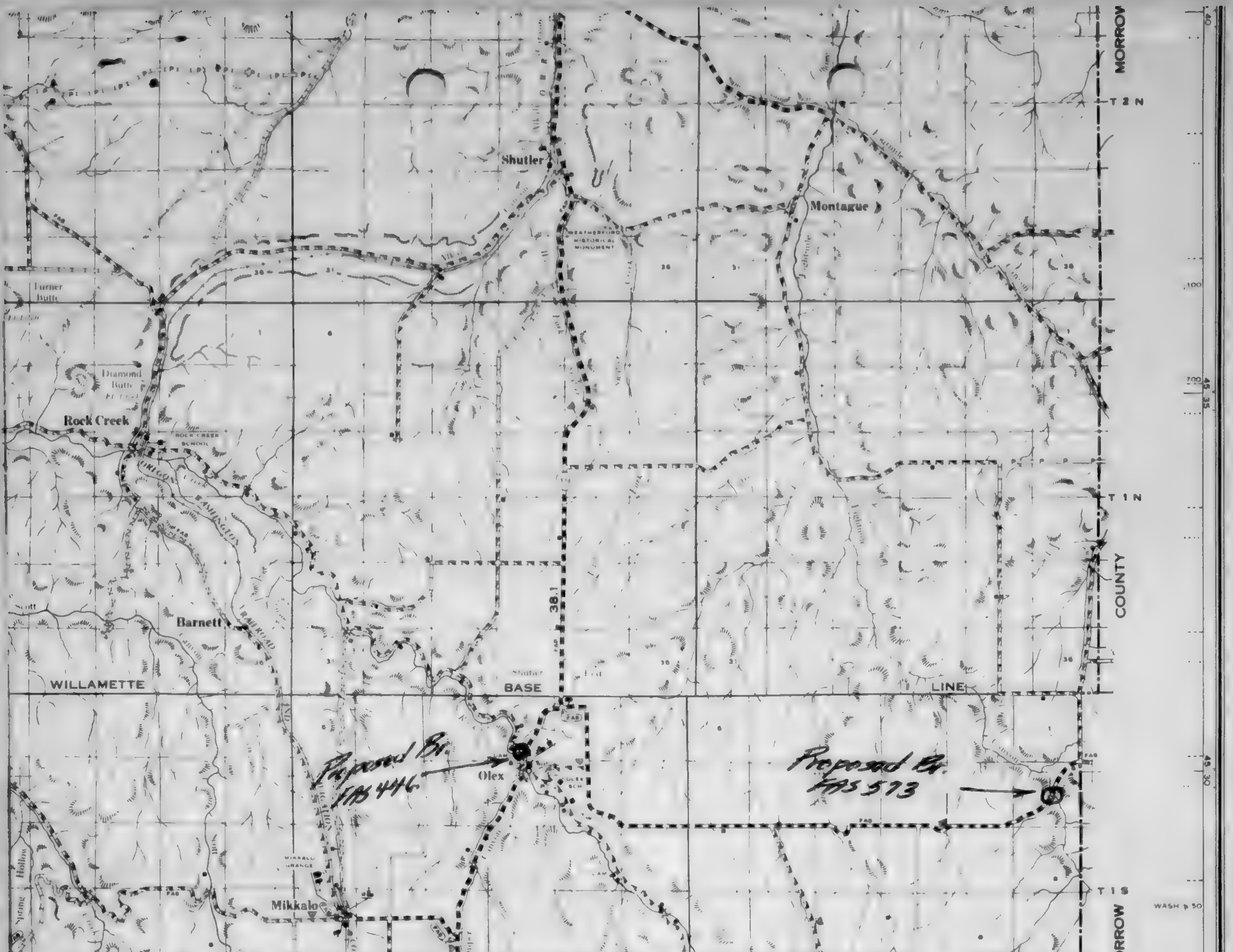
The proposed project is to construct a new bridge with a 24' wide roadway on a revised alignment west of the present bridge. The FAS project will be for the structure only. Gilliam County will construct road approaches and remove the existing bridge which will carry traffic during construction.

✓FAS 573, Eight Mile Canyon Bridge, $10,000. This bridge is located approximately 9.5 miles east of the junction north of Olex of FAS 573 with the John Day State Highway.

The proposed project is to replace the existing 40' long timber truss with a steel I-beam and concrete deck having a horizontal clearance of 24', utilizing the existing concrete abutments. The existing timber truss is to be removed and stockpiled for the county as part of the FAS project. Gilliam County will provide a detour during bridge construction.

Funds in addition to those shown above are available if required.

59-h
11/13/59



GENERAL HIGHWAY MAP
GILLIAM COUNTY
OREGON

PREPARED BY THE
OREGON STATE HIGHWAY DEPARTMENT
IN COOPERATION WITH THE
U. S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DATA OBTAINED FROM
STATE-WIDE HIGHWAY PLANNING SURVEY

SCALE
1 0 1 2 3 4 Miles

1956

SHEET 1

SHEET 1 OF 2 MAP SHEETS

[illegible]
Plane Coordinates on Lambert Projection
Oregon North & Washington South Zones in Thousands of Feet

This map has been Prepared by Standard Stereo Photogrammetric Methods

120 20 120 15 120 10 120 05 120 00

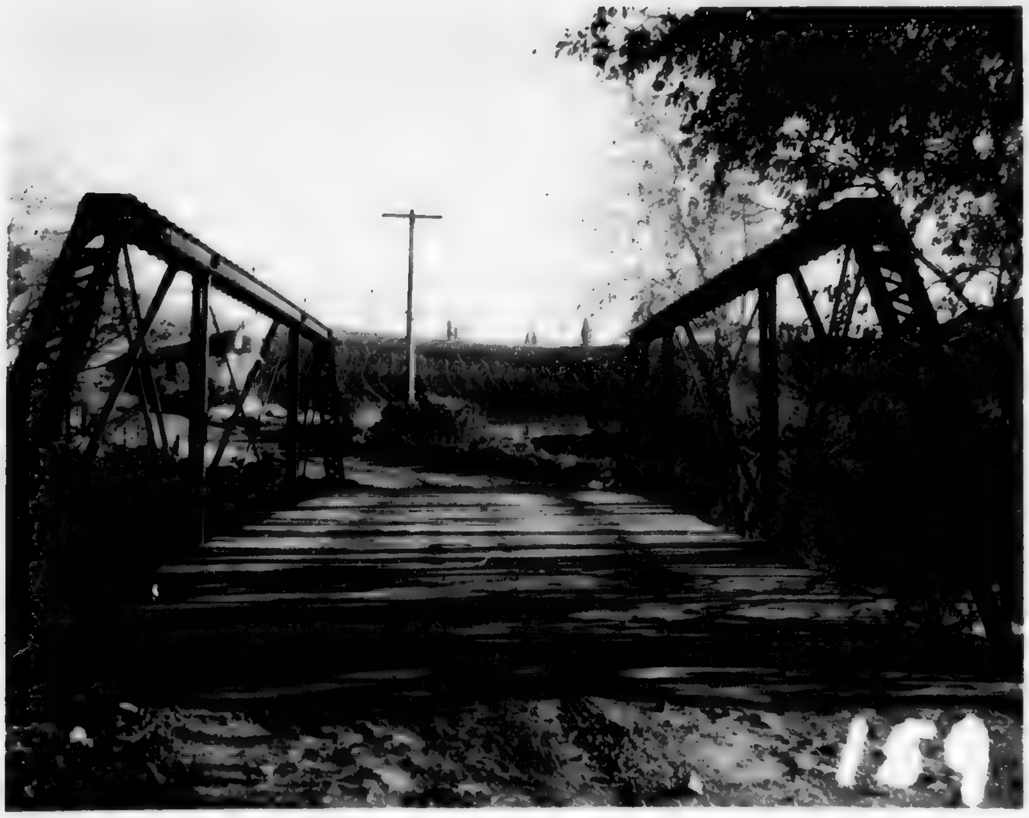
10/29/59

FAS 446 **County** Gilliam **Contract No.** 5750

Section Rock Creek Bridge

Location 59-C-159 } Bridge from West

10-29-59

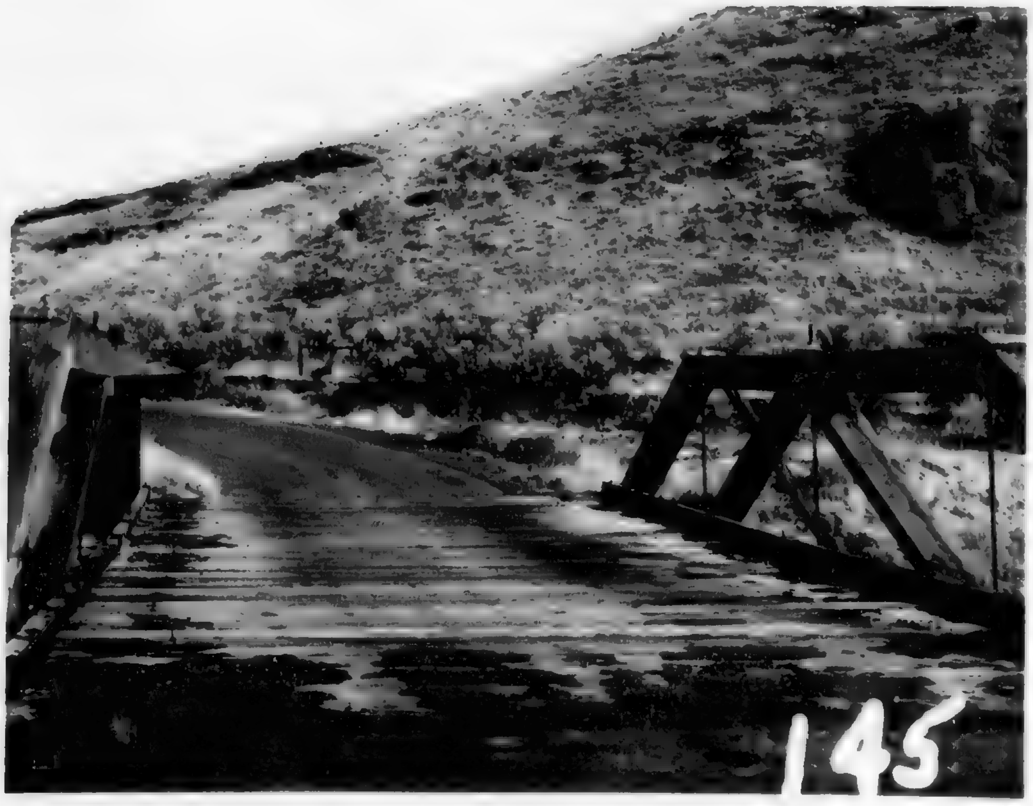


10-19-59

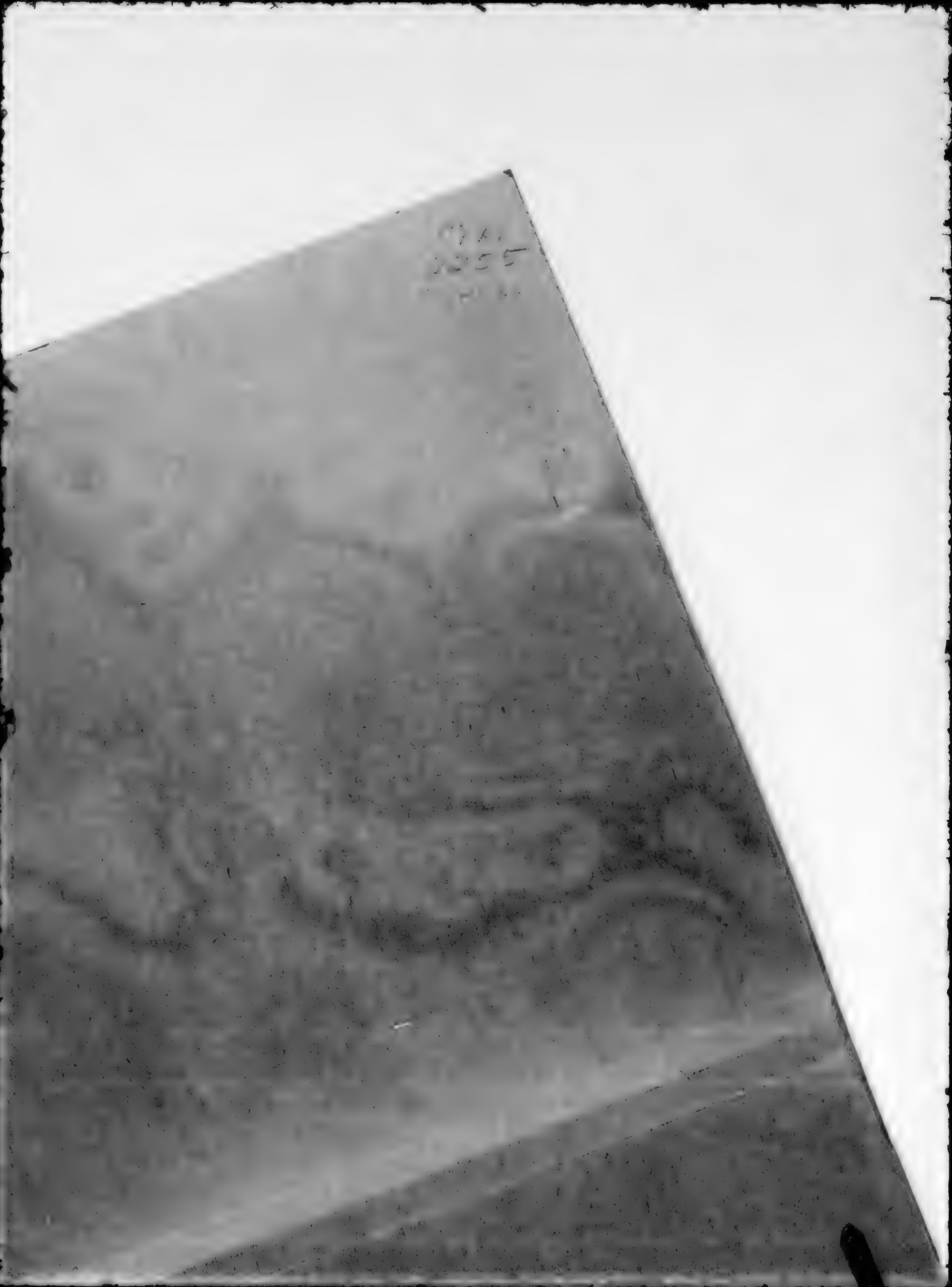
FAS 573 **County** Gilliam **Contract No.** 5750

Section Eight Mile Bridge

Location [illegible]



S-173(3) Enterprise-Brock Corner & 1960
S-203(3) Werst Corner-Wallowa Sec.
#5751 (leveling course & oiling)



W C Williams

RECEIVED
MAR 14 1961

March 7, 1961

Enterprise-Brock Corner and
Werst Corner-Wallowa
Contract No. 5751

S-773(3) & S-203(3)

FINAL COST ANALYSIS
Level Course and Oiling
Contractor: Arthur Simonsen & Co.
Resident Engineer: L. V. Blickenstaff

Fish Hatchery Road and
Werst Corner-Wallowa Rd.
Prefix No. 542-1030

Item 5751	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
3/4"-0 Mat'l in Level Crse. & Shoulders	8,473	Cu. Yd.	3.00	2.79	23,640.16	25,419.00
*Sprinkling	323.7	M-Gal.	3.00	1.86	603.26	971.10
**Preparation of Base	7.02	Mile	200.00	151.50	1,063.53	1,404.00
*3/4"-0 Mat'l in Binder Crse	820	Cu. Yd.	3.85	3.37	2,768.00	3,157.00
*Furnish & Place Aggregate	4,434	Cu. Yd.	4.00	3.37	14,967.53	17,736.00
**MC-2 Asphalt	113.81	Ton	50.00	52.86	6,016.00	5,690.50
**120-150 Asphalt	326.73	Ton	48.00	48.48	15,839.87	15,683.04
**RS-1 Asphalt	96.96	Ton	50.00	50.50	4,896.48	4,848.00
**Force Account (State participation in Flagging)					221.85	221.85
					$70,016.68	$75,130.49

Gross Revenue	$ 75,130.49
Total Cost	70,016.68
Net Profit	$ 5,113.81

Net Profit equals 6.81% of Gross Revenue

NOTED
W. C. WILLIAMS

* Work done by Russell Olson Construction Co. (In Part)

** Work done by Russell Olson Construction Co. (All)

DETAIL OF COSTS - Contract No. 5751

Labor:		
Labor and Supervision	$13,135.20	
Labor Insurance	1,165.93	
Health and Welfare	250,09	
Travel-Transportation	167.64	
Pension	338.92	$ 15,057.78
Equipment Rental and Miscellaneous Supplies:		
Equipment Rental, Owned	11,191.83	
Equipment Rental, Hired	921.62	
Gas, Oil and Grease	2,969.79	
Bond	466.34	
Freight and Postage	14.95	
Home Office and General Overhead	292.37	
P.L. and P.D. Insurance	285.35	
Move In	732.51	
P.U.C.	320.60	
Small Tools and Miscellaneous Supplies	729.55	17,924.91
Work done by others:		
Russell Olson Construction Co.	37,033.99	37,033.99
TOTAL COST		$ 70,016.68

CRUSHING BREAKDOWN - Contract No. 5751

	Quantity	Unit	Total Cost	Unit Cost
Move In and Set up	13,727	Cu. Yd.	1,600.63	.116
Feed Crusher	13,727	Cu. Yd.	6,925.41	.504
Crushing	13,727	Cu. Yd.	14,551.63	1.060
Total Crushing Cost	13,727	Cu. Yd.	23,077.67	1.680
Haul, Plance and Process	8,473	Cu. Yd.	9,882.25	1.168

The crushing plant operated 241 hours for an average of 56.95 cubic yards per working hour.

Remarks - Contract No. 5751

This was a "Federal Aid Secondary Project" consisting of the construction of stone leveling course, involving 8,473 cubic yards of crushed materials and the construction of 7.02 miles of Type 0-11 oil mat wearing surface with binder course on the Enterprise-Brock Corner Section of the Fish Hatchery Road and the Werst Corner-Wallowa Section of the Werst Corner-Wallowa Road in Wallowa County.

This project was bid June 30th, awarded July 8, 1960 and completed October 3, 1960.

The contractor moved his crushing plant into the state-controlled quarry, located on the northeasterly side of and adjacent to the Wallowa Lake Highway at approximately M.P. 63 and approximately 1.2 miles northwesterly of Station 60+00 on this section on August 8, 1960. The plant was assembled by Wednesday of the following week and production of oil rock started on Thursday of that week. The oil rock was stockpiled on land obtained by Wallowa County and owned by the Oregon State Game Commission.

Because of wet weather, the manufacture of oil rock was stopped August 13th and a change over was made to the production of 3/4"-0. This material was then placed on the Enterprise-Brock Corner Section. The level course was completed September 12th.

Russell Olson Construction Company moved the oiling equipment in and began placing the binder course on September 7th. This work was being done as the prime contractor was placing the balance of the level course. The binder course was completed on Tuesday, September 13th. This contractor started the base course of the 0-11 oil mat on September 14th. The oil mat on the Enterprise-Brock Corner Section was completed September 17th.

Upon completing the level course on the above named section, the prime contractor began placing the level course on the Werst Corner-Wallowa Section. This course was completed September 23rd.

Russell Olson began placing the binder course Monday, September 26th. The Type 0-11 mat was completed October 3rd.

The contractor made a good profit on this project. This was due to being able to get the contract for the Enterprise (West 3rd Street) Section and producing materials for the city and county; therefore being able to spread the move in and overhead cost to the production of the greater quantity.

M.N. Juve
Chief Cost Analyst

By

G.K. Hanson

RECEIVED
NOV 30 1960
FOR FILING

S-173 (2)
S-203 (3)
5751

November 30, 1960

United Pacific Insurance Co.,
Fidelity & Surety Department
P. O. Box 1216
Tacoma 1, Washington

Gentlemen:

State Highway contract #5751 for leveling course-oiling the Enterprise-Brock Corner and Werst Corner-Wallowa Sections of the Fish Hatchery Road and Werst Corner-Wallowa Road in Wallowa County was completed by the contractor, Arthur Simonsen & Co., on October 3, 1960, and was formally accepted by the Highway Commission on November 3, 1960.

Final payment in the amount of $2,251.62 will be released to the contractor on or after December 9, 1960. The total contract amount is $75,130.49, of which amount $221.85 represents force account items.

The State is not aware of any unpaid claims for labor or materials and assumes no responsibility for such claims should there be any.

This notice is sent as your company appears as surety on the performance bond furnished by the contractor on this project.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

ds

cc: Arthur Simonsen & Co.,
3005 North 3rd Street
Baker
Oregon

RECEIVED
OCT 12 1960
FOR FILING

S-173 (3)
S-203 (3)
5751

October 11, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on October 3, 1960, on Contract No. 5751, Enterprise-Brock Corner & Werst Corner-Wallowa Section, in Wallowa County, in connection with Federal Aid Project Nos. S-172(3), S-203(3).

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

DBP:jb

cc: Clarence O. Swanson

Form E-1—(Rev.)—

S-173(3)
S-203(3)

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending October 8, 1960

Section Enterprise-Brock Cor. & Werst Cor.-Wallowa

Kind of work Leveling Course & Oiling

Highway Same County Wallowa

Section prefix 532-1030

Contractor Arthur Simonsen & Co.

Contract number 5751

Date of contract July 8, 1960

Specified work days 60

Date work started August 8, 1960

Work days used 48

Project authorization $85,082.63

Exclusive of engineering $79,032.31

Per cent of time elapsed 80%

Estimated cost of completed project, exclusive of engineering $75,118.72

Estimated per cent overrun or underrun underrun 7%

Per cent of contract completed, based on estimated cost 100%

Engineering authorization $6,050.32

Engineering cost to date $4,165.14, 69%

Date project was completed October 3, 1960

ESTIMATED PER CENT COMPLETE

CLEARING	DRAINAGE	GRADING	STRUCTURES	BASE	OIL AND/OR PAVE.	MAT'L PROD.
				100	100	

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, etc.:

The contractor worked Monday putting the final seal on the Werst Cor.-Wallowa Section and this completed the contract.

FINAL REPORT

NOTED

CONSTRUCTION DIVISION
RECEIVED
OCT 10 1960
NOTED-- CE ACE ACE COE

Signed L.V. Blickenstaff

Address Box 73, Elgin

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project		7.02		7.02	
Miles partially completed					
Miles completed		7.02		7.02	
Total estimated quantities (contract)		8,700		5,000 Cy 550 tons	
Total quantities corrected to date		8,473		5,254 Cy 525.4 tons	
Estimated quantities moved or placed to date		8,473		same	
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day				1	
Hours per shift				4	
Average force on project for week				10	

Men	5
Supervision	1
Men and trucks under 3 tons	
Men and trucks over 3 tons	4
Men and tractors	

Equipment used during week: Shovels ...., Power graders 1, Rollers 2, Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Compaction rollers ...., Distributor 1, Rock Spreader 1, Loader 1

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday	Fair		
Tuesday	"		
Wednesday	Cloudy		
Thursday	Showers		
Friday	"		
Saturday			

Contract 5751 8-22-60

RECEIVED
AUG 31 1960
FOR FILING

Monthly Transaction No. 8-109

For -2 (9- 57)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

FEDERAL-AID PROJECT AGREEMENT

State **Oregon** W

County **Wallowa**

Project No. **S-172(3)**

Project Report No. ~~S-173 (3)~~ ~~S-283-(3)~~ 5751

The State, through its Highway Department, having complied with the terms and conditions set forth in the Federal-Aid Road Act, approved July 11, 1916 (39 Stat. 355), as amended and supplemented, and in the Regulations issued pursuant thereto by the Secretary of Commerce, relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein.

Project termini
Co. Rd. Enterprise S.W. 3.6 miles
(Enterprise-Brock Corner Section)

Project classification or class of work	Effective date of authorization	Approximate length *(Miles)*
Highway planning		
Preliminary engineering		
Rights-of-Way		
Construction	**6-3-60**	**3.6**
Other *(Specify)*		

FUNDS

Estimated total cost of project	Federal funds
$ **51,429**	$ **30,800**

The State further stipulates that pursuant to said Act and Regulations, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By
State Highway Engineer
(title)

By ______________________
____
(title)

By ______________________
____
(title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

~~By~~ **C. C. Polk**
Division Engineer

By: **R. C. Wright**
Administrative Manager

Date executed by Division Engineer **August 22, 1960**

USComm-DC 40257

August 17, 1960

Mr. C. C. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding two copies of project agreement, signed by the Highway Commission, for the Enterprise-Brock Corner Section, Project No. S-172(3).

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

RNC:bb

July 27, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding four copies of estimate as a basis for project agreement for the Enterprise-Brock Corner Section, Project No. S-171(3).

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

[illegible]:jb

Oregon State Highway Department

Federal Aid Secondary
Project No. S-172(3)

ENTERPRISE-BROCK CORNER SECTION OF THE
FISH HATCHERY ROAD IN WALLOWA COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, July 27, 1960

Type Code 5231
Roadway (Sta. 6+25 to Sta. 197+90)(Contract No. 5751)

3/4" - 0 Material in Leveling Course and Shoulders	6,600 cu.yds.	$ 3.00	$19,800.00
Sprinkling	160 M-gals.	3.00	480.00
Preparation of Base	3.63 Miles	200.00	726.00
3/4" - 0 Material in Binder Course	380 cu.yds.	3.85	1,463.00
Furnishing and Placing Aggregates	2,320 cu.yds.	4.00	9,280.00
MC-2 Asphalt	60 tons	50.00	3,000.00
120-150 Asphalt	185 tons	48.00	8,880.00
RS-1 Asphalt	55 tons	50.00	2,750.00
			$46,379.00
Flagging (57½% of Contractor's Cost)	All Required (50%)		375.00
	Subtotal		$46,754.00
	10% Engr. & Cont.		4,675.00
		Total	$51,429.00

Length of Roadway - - - - - - - - - - - - 3.605 Miles
Length of 2 Structures- - - - - - - - - 0.025 Mile
Total Length- - - - - - - - - - - - - - 3.630 Miles
Cost of Roadway Per Mile- - - - - - - $14,266.01

Federal Funds -	$30,800.00
State Funds -	10,314.50
County Funds- -	10,314.50
	$51,429.00

State Funds For Const.: Chap. 175, Laws 1917; Chap. 31, Laws 1920;
Chap. 529, Laws 1939

Funds For Maint.: Chap. 529, Laws 1939

Note: Necessary funds have been deposited by Wallowa County with the Highway Department.

RECEIVED
AUG [illegible] 1960

FOR FILING

Monthly Transaction No.	Fo[illegible]1-2 (5-[illegible]-57) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	[illegible]te **Oregon**
Project Report No. 5-173 4 (3) 5-203 (3) 5751	**FEDERAL-AID PROJECT AGREEMENT**	County **Wallowa**
		Project No. **S-203(3)**

The State, through its Highway Department, having complied with the terms and conditions set forth in the Federal-Aid Road Act, approved July 11, 1916 (39 Stat. 355), as amended and supplemented, and in the Regulations issued pursuant thereto by the Secretary of Commerce, relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein.

Project termini
Co. Rd. Wallowa Hwy. Jct. to Wallowa
(Worst Corner-Wallowa Section)

Project classification or class of work	Effective date of authorization	Approximate length
Highway planning		▨
Preliminary engineering		
Rights-of-Way		▨
Construction	**6-3-60**	**3.4**
Other *(Specify)*		

FUNDS

Estimated total cost of project	Federal funds
$ **31,762**	$ **19,000**

The State further stipulates that pursuant to said Act and Regulations, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By
State Highway Engineer
(title)

By
(title)

By
(title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

By XX **C. G. Polk**
Division Engineer

By: **R. C. Wright**
Administrative Manager

Date executed by Division Engineer **August 22, 1960**

August 17, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding two copies of project agreement, signed by the Highway Commission for the Werst Corner-Wallowa Section, Project No. S-203(3).

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

RMC:bb

July 27, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding four copies of estimate as a basis for project agreement for the Werst Corner-Wallowa Section, Project No. S-203(3).

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

RWC:jb

Oregon State Highway Department

Federal Aid Secondary
Project No. S-203(3)

WEST CORNER-WALLOWA SECTION OF THE
WEST CORNER-WALLOWA ROAD IN WALLOWA COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, July 27, 1960

Type Code 5231
Roadway (Sta. 0+12 to Sta. 179+32)(Contract No. 5751)

3/4" - 0 Material in Leveling Course and Shoulders	2,100	cu.yds.	$ 3.00	$ 6,300.00
Sprinkling	60	M-gals.	3.00	180.00
Preparation of Base	3.39	miles	200.00	678.00
3/4" - 0 Material in Binder Course	320	cu.yds.	3.85	1,232.00
Furnishing and Placing Aggregates	1,980	cu.yds.	4.00	7,920.00
MC-2 Asphalt	50	tons	50.00	2,500.00
120-150 Asphalt	155	tons	48.00	7,440.00
RS-1 Asphalt	45	tons	50.00	2,250.00
				$28,500.00
Flagging (57½% of Contractor's Cost)	All Required (50%)			375.00
	Subtotal			$28,875.00
	10% Engr. & Cont.			2,887.00
			Total	$31,762.00

Length of Roadway - - - - - - - - - - - - 3.371 Miles
Length of 1 Structure - - - - - - - - - - 0.023 Mile
Total Length- - - - - - - - - - - - - - - 3.394 Miles
Cost of Roadway Per Mile- - - - - - - - $9,422.12

Federal Funds - $19,000.00
State Funds - 6,381.00
County Funds- 6,381.00
$31,762.00

State Funds For Const.: Chap. 175, Laws 1917; Chap. 31, Laws 1920;
Chap. 529, Laws 1939

Funds For Maint.: Chap. 529, Laws 1939

Note: Necessary funds have been deposited by Wallowa County with the Highway Department.

RECEIVED
AUG 16 1960
FOR FILING

S-173 (3)
S-203 (3)
5751

13

August 15, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was started on August 8, 1960, on Contract No. 5751, Enterprise-Brock Corner and Werst Corner-Wallowa Sections in Wallowa County, in connection with Federal Aid Project Nos. S-173(3) and S-203(3).

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

DBP:cr

A

RECEIVED
AUG 1 - 1960
FOR FILING
8-173(2)
5751

FORM 2-120

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

August 3, 1960

Arthur Simonsen & Co.,
2755 8th Street
Baker
Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission:

Contract #5751, awarded July 8, 1960, for leveling course-oiling the Enterprise-Brock Corner and Werst Corner-Wallowa Sections of the Fish Hatchery Road and the Werst Corner-Wallowa Road in Wallowa County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

ds
Encl.

RECEIVED
[illegible] 1960
FOR FILING
S 173(3)

5751

#5751

A

MISC. CONTRACTS and AGREEMENTS No. 2255

Salem, Oregon
July 14, 1960

FAS Project Agreement
Wallowa County

Mr. C. G. Swenson
County & City Relations Engineer
Office

Attention: Mr. John D. Graham
County & City Relations Office Engineer

Attached is a conformed copy of a Cooperative Construction Agreement with Wallowa County covering the Enterprise-Brock Corner and Werst Corner-Wallowa Sections of FAS 484 and 491 in Wallowa County.

A fully executed copy of the above agreement has been retained in this office for the Commission's files and one fully executed copy has been sent to the County Court of Wallowa County.

Secretary

rn
Attach: 1

FORM E-30X 50M 7-59 22128

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 17, 1960

SUBJECT: FAS Project Agreement
Wallowa County

To: Mr. G. S. Paxson
OFFICE

Attached are three copies of an agreement covering the Enterprise-Brock Corner and Werst Corner-Wallowa Sections of FAS 484 and 491 in Wallowa County. Two copies have been executed by the Court and are now ready for signature by the Highway Commission. Both copies require your signature of approval.

The projects were approved 3/10/60.

John Graham
John D. Graham
County & City Relations Office Engineer

JDG:mm
Att.

RECOMMENDED FOR APPROVAL
G S Paxson
Assistant State Highway Engineer

AUTHORIZED BY HIGHWAY COMMISSION
DATE 3-10-60 Mtg. Page 30
Floyd Query
Secretary

RECEIVED
JUL 15 1960
FOR FILING

S [illegible]
S 203(3)
5751

B

July 14, 1960

County Court of Wallowa County
Court House
Enterprise, Oregon

Gentlemen:

We are enclosing for the records and files of Wallowa County a fully executed copy of a Cooperative Construction Agreement between the State Highway Commission and Wallowa County covering the Enterprise-Brock Corner and Werst Corner-Wallowa Sections of FAS 484 and 491 in Wallowa County.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

rn
Enc.

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RECEIVED
APR - 7 1960
FOR FILING
S 173(3)
S-203(3)
5751

NOTED
W. C. WILLIAMS

LOCATION PROSPECTUS
WERST CORNER-WALLOWA SECTION
FAS 491 - WALLOWA COUNTY

The following prospectus is submitted concerning the above-mentioned section of FAS 491, which is a county road on the Federal Aid Secondary system. The northerly terminus is at Werst Corner, 2½ miles northwesterly of Wallowa. The southerly terminus is in Wallowa at the junction of FAS 491 with the Wallowa Lake Highway. The overall length of the project is 3.4 miles.

This will be a location survey to prepare plans, specifications, and estimates for placing leveling materials as required and oiling on existing alignment. The town of Wallowa is at the southerly terminus of the project.

Reconnaissance is not required. Routine soils investigation has been conducted. There are no special drainage problems. An economic analysis is not needed.

The existing (1958) ADT is 50 and the projected (1978) ADT is 80. This will be a Class "F" facility with a typical section consisting of a 20-foot traveled way with 2-foot shoulders. Deviation from State and Federal standards is not anticipated or authorized.

This will be an unrestricted access facility with no interchanges, railroad crossings, or bridges.

An 0-11 oil mat (1¼") will be placed on a variable thickness 3/4"-0 level course. Material is available from local sources.

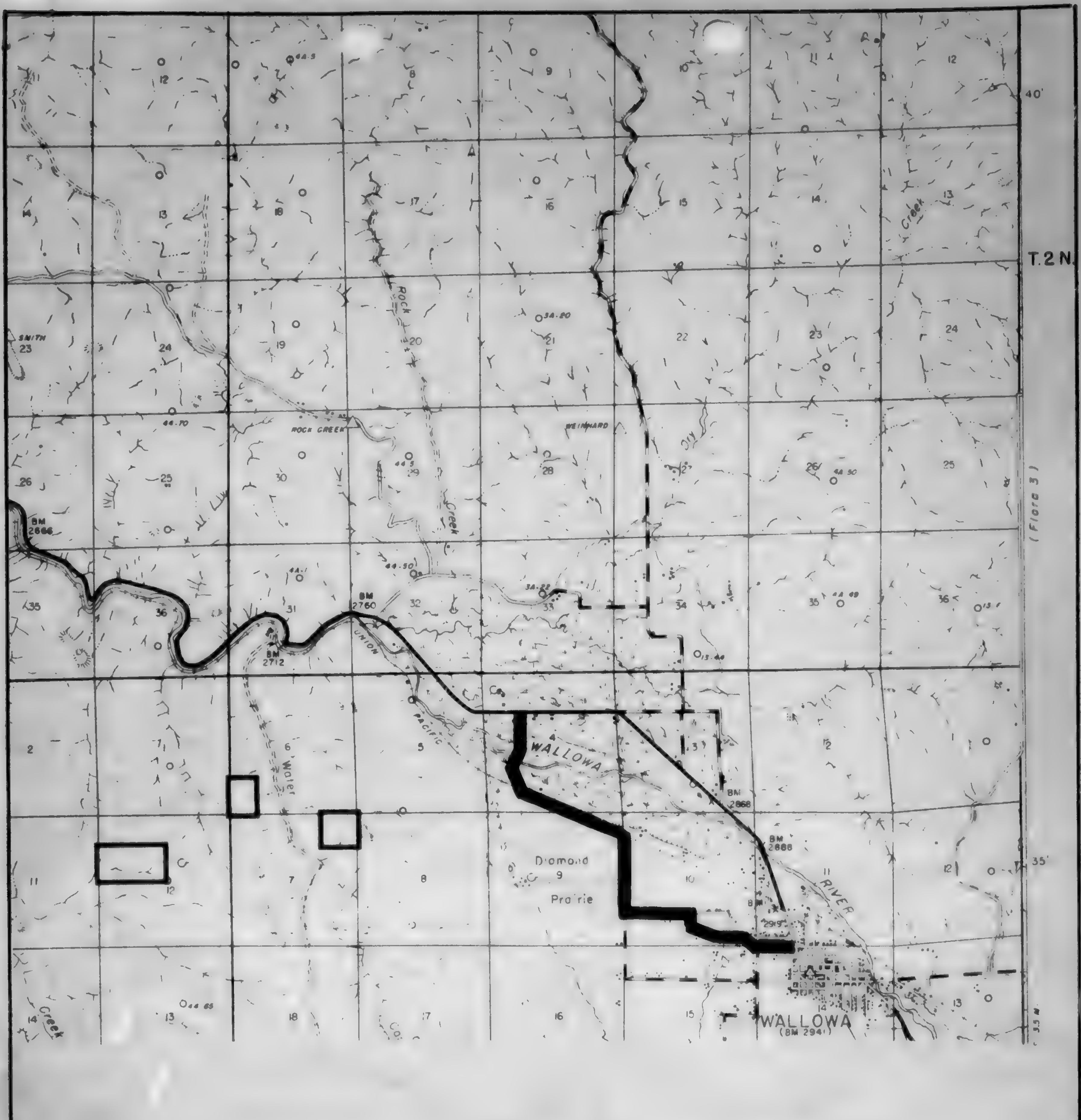
Agreements with the county will be necessary.

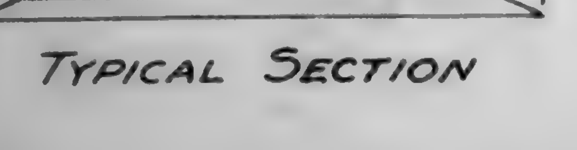
There are no State parks or roadside rest areas affected by the project.

April 4, 1960

Attach.

cc W. C. Williams ✓
Forrest Cooper
G. S. Paxson (2)
Tom Edwards
A. F. Parson (3)
C. H. Armstrong
Mark Astrup
G. K. Attig
D. J. Barbee
R. C. Blensly
F. B. Crandall
G. L. Decker (2)
I. A. DeFrance
R. C. Edgerton
Frank Hall
Val P. Johnson (3)
Larry Mahoney
Ivan D. Merchant (3)
J. W. Nash
C. G. Polk
R. L. Porter
C. G. Swenson
Walter T. Wright





TYPICAL SECTION

PROSPECTUS SKETCH
WERST CORNER - WALLOWA FAS491
COUNTY ROADS – WALLOWA COUNTY

RECEIVED

NOTED
W. C. WILLIAMS

3-31-60

RECEIVED
APR - 7 1960
OFFICE OF
STATE HIGHWAY ENGINEER

LOCATION PROSPECTUS
ENTERPRISE-BROCK CORNER SECTION
FAS 484 - WALLOWA COUNTY

The following prospectus is submitted concerning the above-mentioned section of FAS 484, which is a county road on the Federal Aid Secondary system. The northerly terminus is at the west city limits of Enterprise. The southerly terminus is at the end of FAS 484. The overall length of the project is 3.6 miles.

This will be a location survey to prepare plans, specifications, and estimates for placing level course and oiling on existing alignment. The town of Enterprise is at the northerly terminus of the project.

Reconnaissance is not required. Routine soils investigation will be conducted. There are no special drainage problems. An economic analysis is not needed.

The existing (1958) ADT is 200 and the projected (1978) ADT is 320. This will be a Class "E" facility with a variable typical section as follows:

Northerly 1.1 miles - 22-foot traveled way with 2-foot shoulders
Southerly 2.5 miles - 22-foot oiled roadway

Widening necessary to permit construction of the above typical sections will be performed by the county. Roadway widths are below State and Federal standards, but irrigation ditches on each side of the roadway prevent further widening.

This will be an unrestricted access facility with no interchanges, railroad crossings, or bridges.

An 0-11 oil mat (1¼") will be placed on a 3-inch, 3/4"-0 level course. Material is available from a county-controlled quarry.

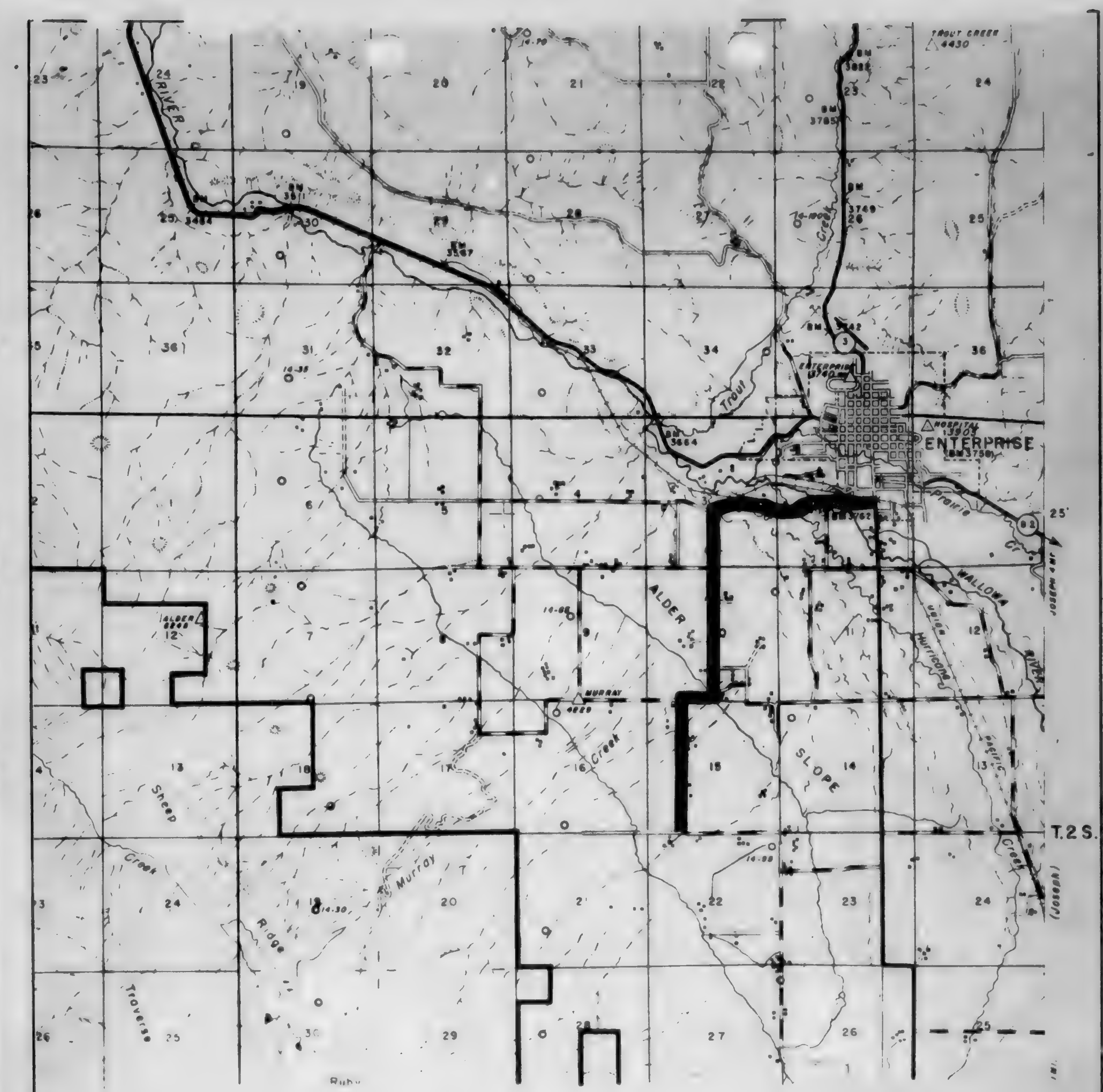
Agreements with the county will be necessary.

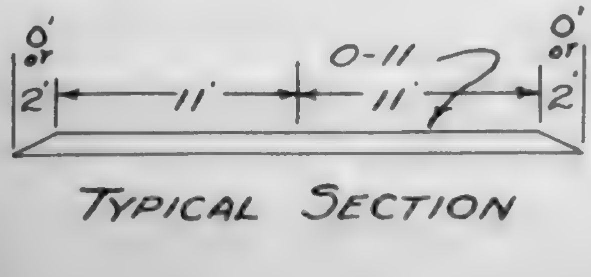
There are no State parks or roadside rest areas affected by the project.

March 31, 1960

Attach.

cc W. C. Williams ✓
Forrest Cooper
G. S. Paxson (2)
Tom Edwards
A. F. Parson (3)
C. H. Armstrong
Mark Astrup
G. K. Attig
D. J. Barbee
R. C. Blensly
F. B. Crandall
G. L. Decker (2)
I. A. DeFrance
R. C. Edgerton
Frank Hall
Val P. Johnson (3)
Larry Mahoney
Ivan D. Merchant (3)
J. W. Nash
C. G. Polk
R. L. Porter
C. G. Swenson
Walter T. Wright





TYPICAL SECTION

PROSPECTUS SKETCH
ENTERPRISE - BROCK CORNER, FAS 484
COUNTY ROADS - WALLOWA COUNTY

S-149(5) Luckiamute River Bridge 1960

#5752

OREGON STATE HIGHWAY DEPARTM

INVOICE

NOTED
C. G. SWENSON

DATE	BILLING REQ. NO.	YOUR ORDER NO.	CREDIT DISTRIBUTION
6/21/61	CC-686		527,1855,277

Contract 5752
L-149(5)

Polk County
Dallas, Oregon

Attention of: Mr. Lockwood Franklin
County Engineer

INVOICE NUMBER
69992

MAKE CHECKS PAYABLE TO
THE OREGON STATE HIGHWAY DEPARTMENT

SEND REMITTANCE TO:
OREGON STATE HIGHWAY DEPARTMENT
STATE HIGHWAY BUILDING
SALEM, OREGON

DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE
Original advance deposit		$14,600.00	
Less amount previously transferred		11,600.00	
			$3,000.00
County share costs as per attached statement		13,611.29	
Less amount previously transferred		11,600.00	
			2,011.29
To be retained			$ 988.71

Inv 560
[illegible]
Contract 5752

ACKNOWLEDGMENT OF BILLING REQUEST
Cash Received with Request: $_______________
By ______________________________

A 150 (REVISED 7-60)

OREGON STATE HIGHWAY DEPARTM

INVOICE

NOTED
C. G. SWENSON

DATE	BILLING REQ. NO.	YOUR ORDER NO.	CREDIT DISTRIBUTION
6/14/61	00-686		527,1055,277

Contract 5752
R-149(5)

Polk County
Dallas, Oregon

Attention of: Mr. Lockwood Franklin
County Engineer

INVOICE NUMBER
69992

MAKE CHECKS PAYABLE TO
THE OREGON STATE HIGHWAY DEPARTMENT

SEND REMITTANCE TO:
OREGON STATE HIGHWAY DEPARTMENT
STATE HIGHWAY BUILDING
SALEM, OREGON

DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE
Original advance deposit		$14,600.00	
Less amount previously transferred		11,600.00	
			$3,000.00
County share costs as per attached statement		13,611.29	
Less amounty previously transferred		11,600.00	
			2,011.29
To be retained			$ 988.71

[illegible]

ACKNOWLEDGMENT OF BILLING REQUEST

Cash Received with Request: $__________

By __________

A 150 (REVISED 7-60)

FORM E-123-X 50M 1-61

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

June 14, 1961

Mr. Lockwood Franklin
Polk County Engineer
County Shops
Dallas, Oregon

Dear Mr. Franklin:

This is to advise you that the construction of the Salt Creek Culvert on FAS 746 and the Spring Valley Culvert on FAS 743 in Polk County has been awarded to Braun Brothers under Contract No. 5923.

Final costs are now available on the following projects:

FAS	Contract	Section
747	5285	Rickreall Creek (Greenwood) Bridge. (Final costs on this project were sent to the County 9/30/59.)
744	5522	Bethel Section.
193	5521	Buena Vista-Luckiamute Section.
560	5752	Luckiamute River Bridge.
744	5288	Bethel-Zena Section.

file

Refunds on the above projects total $9,752.99 of which amount $3,500 will be applied on the advance deposit for the Salt Creek and Spring Valley Creek Culverts. The balance, $6,252.99, will be refunded by our accounting division in the next few days.

Enclosed are a copy of Contract No. 5923 for your files and also another set of plans. If you should need additional plans or specifications, please advise and they will be furnished promptly.

Very truly yours,

C. G. Swenson
County and City Relations Engineer

By

V. R. Jones
Field Engineer

VRJ:mm
Encl.

NOTED
C. G. SWENSON

December 20, 1960

NOTED
V. R. JONES

NOTED
Harold C. Ayers

Polk County Court
Courthouse
Dallas, Oregon

Project S-149(5)

Gentlemen:

This is to advise you that work on the Luckiamute River Bridge and grading the Davidson Bridge Section on FAS 560 in Polk County was completed November 23, 1960.

Under the terms of the agreement dated June 10, 1960, the County assumed maintenance of and continued jurisdiction over the above section as of the date of completion.

Very truly yours,

W. C. Williams
State Highway Engineer

NOTED
JOHN D. GRAHAM

By

C. G. Swenson
County and City Relations Engineer

VJ:mm

cc: Mr. Lockwood Franklin, County Engineer

OREGON STATE HIGHWAY DEPARTMENT

INVOICE

NOTED
Harold C. Ayers

NOTED
H. S. COX

DATE	BILLING REQ. NO.	YOUR ORDER NO.	CREDIT DISTRIBUTION
7/26/60	cs 631		527-1055-297

INVOICE NUMBER
65836

Polk County
Dallas, Oregon

Attn: County Court

MAKE CHECKS PAYABLE TO
THE OREGON STATE HIGHWAY DEPARTMENT

SEND REMITTANCE TO:
OREGON STATE HIGHWAY DEPARTMENT
STATE HIGHWAY BUILDING
SALEM, OREGON

DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE
Advance Deposit			$14,600.00
Partial transfer county advance deposit for Luckiamute River Bridge Section, FAS 560, covered by agreement dated June 10, 1960.			11,600.00
To be retained			$ 3,000.00

ACKNOWLEDGMENT OF BILLING REQUEST
Cash Received with Request $..................
By..

A 150X (REVISED 5-60)

NOTED
[illegible]

NOTED
H. S. COX

July 22, 1960

Polk County Court
Courthouse
Dallas, Oregon

NOTED
C. G. SWENSON

NOTED
Harold C. Ayers

Gentlemen:

This is to acknowledge receipt of your advance deposit in the amount of $14,600 for the Luckiamute River Bridge section on FAS 560. Contract No. 5752 has been awarded to Orlando C. Bennard & Glenn Snook.

A copy of the contract for your files and also another set of plans and specifications are enclosed. If you should need additional plans or specifications, please advise and they will be furnished promptly.

Very truly yours,

W. C. Williams
State Highway Engineer

By

H S Cox
H. S. Cox
Assistant County & City Relations Engineer

HSC:mm
Encl.

NOTED
C. G. SWENSON

NOTED
H. S. COX

Salem, Oregon
July 12, 1960

Advance Deposit
Polk County

NOTED
Harold C. Ayers

Mr. Ivan D. Merchant
Bridge Engineer
OFFICE

We have received this date Polk County's advance deposit covering the county's share in the estimated total cost for construction of the Luckiamute River Bridge on FAS 560.

This project is now clear for award of a contract.

John D. Graham
County & City Relations Office Engineer

JDG:mm

C. M. BARNHART
COUNTY JUDGE

MAYFAIR 3-2206

[redacted]
W. FRANK CRAWFORD
COMMISSIONERS
ALLEN DUNN

OFFICE OF
COUNTY COURT OF POLK COUNTY
DALLAS, OREGON

July 8, 1960

Mr. W. C. Williams
State Highway Engineer
State Highway Department
Salem, Oregon

Re: Luckiamute River Bridge
FAS 560

Attention: Mr. H. S. Cox

Dear Sir:

Enclosed is check for $14,600.00 on Luckiamute River Bridge on FAS 560. This is advance deposit required.

Very truly yours,

C. M. Barnhart

C. M. Barnhart
County Judge

CMB:wh

To accounting
7-11-60

RECEIVED
[illegible] 1960

NOTED
V. R. JONES

NOTED
H. S. COX

July 1, 1960

NOTED
Harold C. Ayers

Polk County Court
Courthouse
Dallas, Oregon

Gentlemen:

On June 30 a satisfactory bid was received from Orlando C. Bennard & Glenn Snook of Portland & Eugene, Oregon, for construction of the Luckiamute River Bridge on FAS 560. As per the agreement betwen county and state, the following advance deposit is required of the county prior to awarding of a contract.

Bid Items	$64,642.00
Anticipated Additional Item	
Flagging	100.00
	$64,742.00
Engineering & Contingencies, 12½%	8,092.75
Estimated Total Cost.	$72,834.75
County Advance Deposit	
20% of $72,834.75	$14,566.95 - say $14,600

Please make this advance deposit by means of a check or warrant payable to the Oregon State Highway Commission in the amount of $14,600, forwarding same to this office.

Very truly yours,

W. C. Williams
State Highway Engineer

By

H. S. Cox
Assistant County & City Relations Engineer

HSC:mm

RECEIVED
MAR 31 1961
FOR FILING

S-149(5)

5752

March 31, 1961

General Insurance Co. of America
Portland Service Office
209 SW 4th Avenue
Portland 4, Oregon

Gentlemen:

You are hereby notified that a post-final payment will be made to Orlando C. Bennard & Glenn Snook on contract #5752 for construction of the Luckiamute River Bridge and grading on the Davidson Bridge Section of the Falls City-Buena Vista Road (FAS 560) in Polk County, as soon as the warrant is prepared.

The total amount paid the contractor in connection with this contract will be $64,711.21, including the post-final payment of $56.00. There was no force account work performed in connection with this contract.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: Mr. Orlando C Bennard, and
Mr. Glenn Snook
2191 Friendly Street
Eugene, Oregon

FORM E-423-X 75M 1-

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

RECEIVED
DEC [illegible] 1960
FOR [illegible]

S-149 (5)

5752

December 16, 1960

Mr. C. G. Polk, Division Engineer
Bureau of Public Roads
Room 408
State Highway Building
Salem, Oregon

RE: Luckiamute River Bridge
Section
Contract #5752
FAP No. S-149(5)

Dear Sir:

Orlando C. Bennard and Glenn Snook completed work on the Luckiamute River Bridge Section on the Falls City - Buena Vista Road in Polk County on November 23, 1960.

Very truly yours,

Ivan D. Merchant
Bridge Engineer

CAG:nk

cc: J. W. Nash
Floyd Query
D. B. Parkes

RECEIVED
[illegible] - 1960
FORM E-30 50M 7-60 29395

S-149 (5)

5752

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
December 5, 1960

SUBJECT: Luckiamute River Bridge
Contract #5752

To: Mr. J. W. Nash
Mr. D. B. Parkes
Mr. Floyd Query ✓

Orlando C. Bennard and Glenn Snook completed work on the Luckiamute River Bridge, Contract #5752, FAP No. S-149(5), on the Falls City - Buena Vista Highway in Polk County, on November 23, 1960.

Will you please secure authority from the Commission to pay the final estimate on this job. This completes all work on the project.

Very truly yours,

Ivan D. Merchant
Bridge Engineer

CAG:nk

NOTED ON CARD

NOTED
FLOYD QUERY

Form E-1—(Rev.)—

S-149 (5)
5752

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending November 19th, 1960

Section LUCKIAMUTE RIVER (Davidson Bridge)

Highway Falls City-Beuna Vista County Polk

Contractor O.C. Bernard and Glenn F. Snock

Date of contract July 7th, 1960

Date work started July 20th, 1960

Project authorization $

Exclusive of engineering $

Kind of work Bridge and Grading

Section prefix 527-1055

Contract number 5752

Specified work days 100 Begin July 21st 1960

Work days used

Per cent of time elapsed %

Estimated cost of completed project, exclusive of engineering $

Estimated per cent overrun or underrun %

Per cent of contract completed, based on estimated cost %

Engineering authorization $

Engineering cost to date $ Grading $850.00 %

Date project was completed, 19

ESTIMATED PER CENT COMPLETE

CLEARING	DRAINAGE	GRADING	STRUCTURES	BASE	OIL AND/OR PAVE.	MAT'L PROD.
100%		100%		100%		

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, etc.:

Grading, Base and leveling course complete

Bridge Contractor Stripping forms and cleaning up around bridge

This is a bridge contract under supervision of Mr. O.P.Kennen, Res. Bridge Engineer
645 South Second Street, Corvallis, Oregon

This is a final report on grading work

CONSTRUCTION DIVISION
RECEIVED
NOV 21 1960
NOTED

NOTED

Signed
L.L.MacIntyre, Resident Engineer

Address 1101 North Pacific Highway, Albany, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	0.53	0.53			
Miles partially completed	0.53	0.53			
Miles completed	0.53	0.53			
Total estimated quantities (contract)	11,500	5,200			
Total quantities corrected to date	10,900	4,956			
Estimated quantities moved or placed to date	10,900	4,956			
Average daily quantities	0	0			
Average daily quantities necessary to complete project on time	0	0			
Number shifts per day					
Hours per shift					
Average force on project for week					

Men	
Supervision	
Men and trucks under 3 tons	No Men or equipment on project
Men and trucks over 3 tons	
Men and tractors	

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Compaction rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Rain		
Monday	Rain		
Tuesday	Rain		Grading and base complete
Wednesday	Rain		
Thursday	Rain		
Friday	Rain		
Saturday	Rain		

Monthly Transaction No. RECEIVED 8-29-1960	Fo 3-2 (8- -57) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	te **Oregon**
Project Report No. FOR FILING 5-149 (5)	**FEDERAL-AID PROJECT AGREEMENT**	County **Polk**
		Project No. **S-149(5)**

The State, through its Highway Department, having complied with the terms and conditions set forth in the Federal-Aid Road Act, approved July 11, 1916 (39 Stat. 355), as amended and supplemented, and in the Regulations issued pursuant thereto by the Secretary of Commerce, relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein.

Project termini

Co. Rd. Luckiamute R. Br., 2 mi. E. Suver

Project classification or class of work	Effective date of authorization	Approximate length
Highway planning		
Preliminary engineering		
Rights-of-Way		
Construction	**2-12-60**	**0.5**
Other *(Specify)*		

FUNDS

Estimated total cost of project $ **71,215**	Federal funds $ **42,700**

The State further stipulates that pursuant to said Act and Regulations, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By

State Highway Engineer
(title)

By ______________________
(title)

By ______________________
(title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

~~XX~~ **C. G. Polk**
Division Engineer

By: R. C. Wright
Administrative Manager

Date executed by Division Engineer **August 22, 1960**

USComm-DC 11169

August 17, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding two copies of project agreement, signed by the Highway Commission, for the Luckiamute River Bridge Section, Project No. S-149(5).

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

RHC:hb

4

July 27, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding four copies of estimate as a basis for project agreement for the Luckiamute River Bridge, Project No. S-149(5).

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

RHC:sw

Enc.

Oregon State Highway Department

Federal Aid Secondary
Project No. S-149(5)

LUCKIAMUTE RIVER BRIDGE SECTION ON THE FALLS CITY-VISTA ROAD IN POLK COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, July 27, 1960

Type Code 2010
Roadway (Sta. 14+00 to Sta. 44+00)(Contract No. 5752)

Clearing and Grubbing	All	Required		$ 4,500.00
Special Borrow Excavation, Unclassified	1,300	cu.yds.	$ 0.65	845.00
General Excavation, Unclassified	10,200	cu.yds.	0.45	4,590.00
Short Overhaul	38,400	yd.stas.	0.02	768.00
Long Overhaul	400	C-yd.stas.	0.50	200.00
Finishing Roadbed and Slopes	0.53	mile	1,000.00	530.00
Coarse Material in Base	4,100	cu.yds.	1.45	5,945.00
3/4" - 0 Material in Base	1,100	cu.yds.	3.50	3,850.00
Sprinkling	130	M-gals.	4.00	520.00
				$21,748.00
Flagging (57½% of Contractor's Cost)	All	Required		100.00
	Subtotal			$21,848.00
	10% Engr. & Cont.			2,184.00
		Total		$24,032.00

Type Code X021
Luckiamute River Bridge (Sta. 17+10 to Sta. 18+92)(Contract No. 5752)

Furnish Treated Timber Piling	2,910	lin.ft.	$ 1.40	$ 4,074.00
Drive Timber Piles	52	only	50.00	2,600.00
Class "A" Concrete (326 cu.yds.)	All	Required		22,820.00
Metal Reinforcement	All	Required		10,000.00
Treated Lumber in Place	8	M-FBM	400.00	3,200.00
8-inch Metal Drain Pipe	50	lin.ft.	4.00	200.00
	Subtotal			$42,894.00
	10% Engr. & Cont.			4,289.00
		Total		$47,183.00

Length of Roadway	0.535 Mile
Length of 1 Structure	0.034 Mile
Total Length	0.568 Mile
Cost of Roadway Per Mile.	$44,919.62

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds	County Funds
Roadway	$24,032.00	$14,400.00	$ 4,816.00	$ 4,816.00
Structure	47,183.00	28,300.00	9,441.00	9,442.00
	$71,215.00	$42,700.00	$14,257.00	$14,258.00

State Funds for Const: Chap. 175, laws 1917; Chap. 31, laws 1920;
Chap. 529, laws 1939

Funds for Maint: Chap. 529, laws 1939

Note: Necessary funds have been deposited by Polk County with the Highway Department.

RECEIVED
AUG 8 - 1960
FOR FILING

149(5)

5752

COMMISSIONERS
CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

A

August 8, 1960

Mr. Orlando C. Bennard, and
Mr. Glenn Snook
2191 Friendly Street
Eugene, Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission:

> Contract #5752, awarded July 11, 1960, for the Luckiamute River Bridge and grading on the Davidson Bridge Section of the Falls City-Buena Vista Road (FAS 560), Polk County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

ds

Encl.

RECEIVED
JUN 22 1960
FOR FILING
Court
Bridges
Gen

R

June 21, 1960

County Court of Polk County
Court House
Dallas, Oregon

Gentlemen:

We are enclosing for the records and files of Polk County a fully executed copy of an agreement between the State Highway Commission and Polk County covering the Luckiamute River Bridge on FAS 560 in Polk County.

Very truly yours

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

By_____________________________
C. W. Head, Assistant Secretary

rn
Enc.

RECEIVED
JUN 27 1960

FOR FILING

Const

Bridges

Gen

Salem, Oregon
June 21, 1960

MISC. CONTRACTS and
AGREEMENTS No. 2241

FAS Project Agreement
Polk County

Mr. C. G. Swenson
Engineer, City & County Relations Dept.
Office

Attention: Mr. John D. Graham
County & City Relations Office Engineer

Attached is a conformed copy of an agreement with Polk County covering the Luckiamute River Bridge on FAS 560 in Polk County.

A fully executed copy of the above agreement has been retained in this office for the Commission's files and one fully executed copy has been sent to the County Court of Polk County.

Assistant Secretary

rn
Attach: 1

FORM E-30X 50M 7-59 22128

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 14, 1960

SUBJECT: FAS Project Agreement
Polk County

To: Mr. G. S. Paxson
OFFICE

Attached are three copies of an agreement covering the Luckiamute River Bridge on FAS 560 in Polk County. Two copies have been executed by the Court and are now ready for signature by the Highway Commission. Both copies require your signature of approval.

The project was approved 7/2/59.

John D. Graham
John D. Graham
County & City Relations Office Engineer

JDG:mm
Att.

RECOMMENDED FOR APPROVAL
Assistant State Highway Engineer

AUTHORIZED BY HIGHWAY COMMISSION
DATE 7-2-59 Min Page 73
Floyd Query
Secretary

NOTED
C. G. SWENSON

June 6, 1960

Mr. Lockwood Franklin
Polk County Engineer
Courthouse
Dallas, Oregon

NOTED
Harold C. Ayers

NOTED
H. S. COX

Dear Mr. Franklin:

Enclosed are two copies of an agreement and a set of plans and specifications in connection with the Luckiamute River Bridge Section of FAS 560.

This agreement covers, among other things, state and county participation in costs and provides for an advance deposit to be made by the county after the low bid has been determined and prior to award of a contract. The estimated total cost of this project, including engineering and contingencies, is $68,400; however, the low bid received plus 12½% for engineering and contingencies will be the basis for the county's advance deposit. Please treat this estimate as confidential.

The set of plans and specifications is for your information and records.

If satisfactory, please have the Court sign, the county clerk attest with seal, and return both signed copies to this office. After signature by the Highway Commission, a fully executed copy of the agreement will be returned for the county's records. It would be appreciated if the signed agreements could arrive in Salem not later than June 15.

It is presently planned to accept bids for this project on June 30.

Very truly yours,

W. C. Williams
State Highway Engineer

By

H. S. Cox
Assistant County & City Relations Engineer

HSC:mm
Encl.

NOTED
C. G. SWEN

NOTED
H. S. COX

Salem, Oregon
May 31, 1960

Luckiamute River Section
FAS 560, Polk County

Mr. Earl Saling
R/W Office Manager
OFFICE

NOTED
V. R. [illegible]

NOTED
Harold C. Ayers

Enclosed please find right-of-way form certificate covering files numbers 30769 and 30770 on the above mentioned project.

H S Cox
H. S. Cox
Assistant County & City Relations Engineer

HSC:mm
Encl.

Oregon State Highway Commission
State Highway Building
Salem, Oregon

Attention: County & City Relations Division

Federal Aid Project No. _____

Name of Project Luckiamute River Section, FAS 560

Gentlemen:

We hereby certify that, to the best of our knowledge and belief, all rights of way or rights of entry for the above-referred to Federal Aid Project ~~have~~ been secured.

Dated at Dallas, Oregon, this 9 day of May, 1960. [illegible]

Polk County Court

C M Barnhart
Judge

W. Frank Crawford
Commissioner

Allen A Dunn
Commissioner

30769 — Henry W & Lulu Pearl Fickel.
30770 — Claude H & Ethel Murphy.

RECEIVED
MAY 1 1960
ENG
COUNTY & [illegible]

FORM E-129-X 50M 6-59

COMMISSIONERS
M. K. MCIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

RECEIVED
1960

May 25, 1960

Oregon State Highway Commission

Gentlemen:

The County Courts of Polk and Benton Counties have agreed that the sum of $27,000 in FAS county road funds which would normally be allocated to Benton County in the 1961 apportionment is to be transferred to Polk County for expenditure on the Davidson Bridge and approaches on FAS 560. This $27,000 is to be transferred back to Benton County in the 1962 federal-aid secondary (county road) allocation of funds.

File →

B.P.R. regulations require that one half of FAS funds be made available for expenditure on the county road portion of the FAS system and this apportionment of these funds among the counties is made on a formula agreed to by the Association of Oregon Counties. It has been explained to both counties that the State cannot guarantee the continuation of these funds as this is determined by Congressional action and that if such allocation is not made for fiscal-year 1962, the matter of adjustments would have to be handled by the two County Courts. Attached hereto is a copy of a letter signed by both County Courts agreeing to the terms of this transfer of funds.

I see no objection to this proposed transfer and would recommend your approval of this proposed transfer of funds.

Very truly yours,

Original signed
Forrest Cooper

Forrest Cooper
Acting State Highway Engineer

CGS:mm
Att.

cc: G. S. Paxson
C. H. Maison
C. G. Swenson

Approved 6/9/60

NOTED
R. JONES

NOTED
H. S. COX

NOTED
C. G. SWENSON

Salem, Oregon
May 11, 1960

Davidson (Luckiamute River) Bridge Section
Falls City-Buena Vista Road
FAS 560, Polk County

Mr. Tom Edwards
OFFICE

NOTED

The subject named project has been examined and the following items should be brought to your attention:

The bridge will be 182 feet in length and the plans for this bridge are already prepared.

The O-11 oil mat will be placed by the county at a later date so items 11, 12, 13, and 14 in the field estimate should be eliminated.

The county has requested that the grading on this project and the Luckiamute River Bridge be let under one contract.

This project has not been approved by the Highway Commission. It will be submitted to the Commission for approval at the June 2 meeting.

H. S. Cox
Assistant County & City Relations Engineer

HSC:mm

MEMO TO J. W. NASH
5/11/60

NOTED
C. G. SWENSON

NOTED
H. S. COX

FAS 560, POLK COUNTY

TERMINI: North end 400' north of Luckiamute River (approximately 3 miles southwest of Buena Vista) south 0.53 mile [Davidson (Luckiamute River) Bridge Section].

PROPOSED WORK: Grade, drain, and surface 2-lane roadbed.

PROJECT LENGTH: 0.53 mile.

COSTS:	TOTAL	FEDERAL	STATE	OTHER
CONSTRUCTION:	$30,000	$18,000	$6,000	$6,000 (Co.)

EXISTING FACILITY: 18' bituminous wearing surface on 28' roadbed.

ADJACENT SECTIONS: 18' bituminous wearing surface on 28' roadbed.

PROJECT DATA: Grade, drain, and place base surfacing on an improved alignment and grade, to a finished roadbed width of 28'. Polk County will place with its own forces at a later date a type 0-11 oil mat wearing surface 20' wide with 4' shoulders.

STRUCTURES: 182' RCDG bridge; H.C. 24'; H 20; being constructed under this contract (Luckiamute River Bridge).

ROW:	60' minimum.
ACCESS CONTROL:	None.
RR XING:	None.
SYSTEM ACTION:	None required.
PUBLIC HEARING:	None required.
MINIMUM DESIGN STANDARDS:	No exceptions.
UNUSUAL OR COMPLICATED SITUATIONS:	None.

Route data submitted under Oregon Projects S-149(1), (2), (3), and (4).

HSC:mm

5-10-60

PROPOSED PROJECT
POLK COUNTY

FAS 560, Davidson Bridge Section, 0.52 miles, $27,000. Grade and base surface.

The proposed project is to grade and place base surfacing to a width of 28' on a section of new alignment which provides access to the new Davidson Bridge on the Luckiamute River approximately three miles southwest of Buena Vista. Construction of a new bridge on this section was approved by the Highway Commission on June 18, 1959. The county will place a 20' 0-11 oil mat with its own forces. The county will secure a minimum of 60' right-of-way.

60-d
5/10/60

Approved 6/2/60

5-9-60

NOTED
C. G. SWENSON

NOTED
H. S. COX

RESOLUTION

WHEREAS, Benton County does not have a project ready at the present time for an F.A.S. Project, and

WHEREAS, Polk County does not have sufficient funds to construct a bridge just north of the Benton County line, which must be constructed this year, and

WHEREAS, the State Highway Commission has $27,000.00 of F.A.S. funds for Benton County when a project is ready for construction, and

WHEREAS, Benton County will have a project ready for construction by the time additional funds are available for F.A.S. Projects,

NOW, THEREFORE, BE IT HEREBY RESOLVED that Benton County hereby releases said $27,000.00 F.A.S. funds to Polk County until such time as more F.A.S. funds become available.

Dated this 9th day of May, 1960.

BENTON COUNTY COURT

County Judge

Walter Schmidt
Commissioner

Melvin L. Hawkins
Commissioner

RECEIVED
1960

5-6-60

RECEIVED
[illegible] 1960
ENGINE[illegible]
[illegible]

Oregon State Highway Department
State Highway Building
Salem, Oregon

Attention: County and City Relations Division

Gentlemen:

By this letter the members of the County Courts whose signatures appear below request and authorize the Highway Department to make the following exchange of funds between the counties involved:

> Transfer from Benton County to Polk County fiscal year 1961 FAS funds available to Benton County totaling $27,000.
>
> Transfer from Polk County to Benton County fiscal year 1962 FAS funds totaling $27,000 when said fiscal year 1962 funds become available.

The sums shown above represent total funds, including federal, state, and county funds. Required county matching funds will be furnished by the county utilizing the funds.

It is further agreed by and between the Benton County Court and the Polk County Court that in the event that 1962 FAS funds in the amount of $27,000 are not made available to Polk County, that Polk County, within thirty days from and after the usual date of allotment of said FAS funds will pay to Benton County from other funds of said Polk County the said sum of $27,000.

APPROVED May 6, 1960	APPROVED May 6, 1960
BENTON COUNTY COURT	POLK COUNTY COURT
B. E. Larkins Judge	C. M. Bernhard Judge
Walter Schmidt Commissioner	W. Frank Crawford Commissioner
Melvin S. Hawkins Commissioner	Allen A. Dunn Commissioner

1959/1960

2-10-60

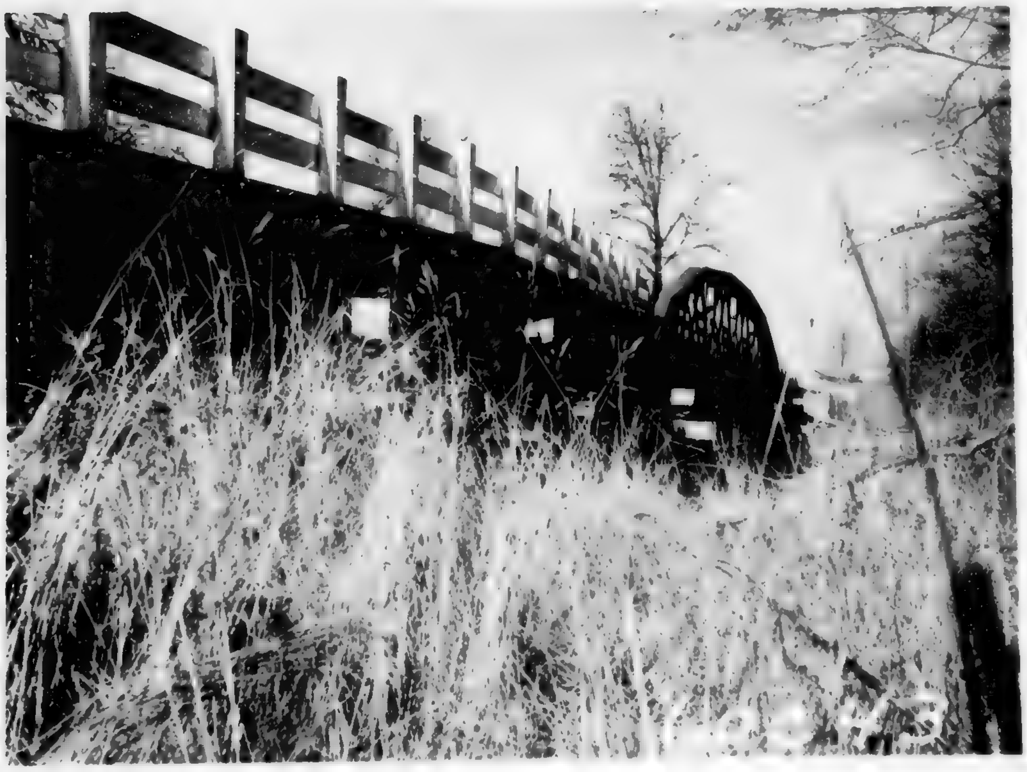
FAS 560 **County** Polk **Contract No.** [illegible]

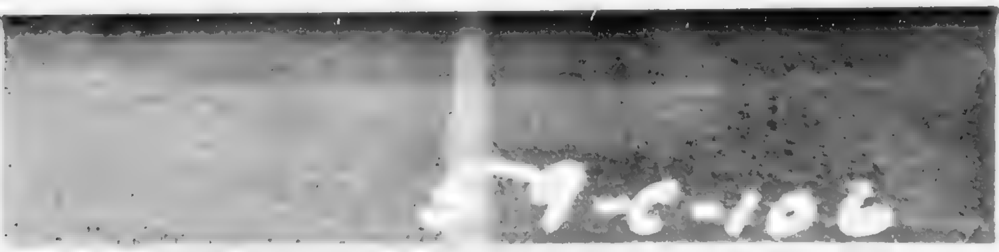
Section Davidson Bridge, Luckiamute River, [illegible]

Location 59-C-106 } From S.

59-C-107 } From SE

61-C-43 } [illegible]





1959/1960

2-10-60

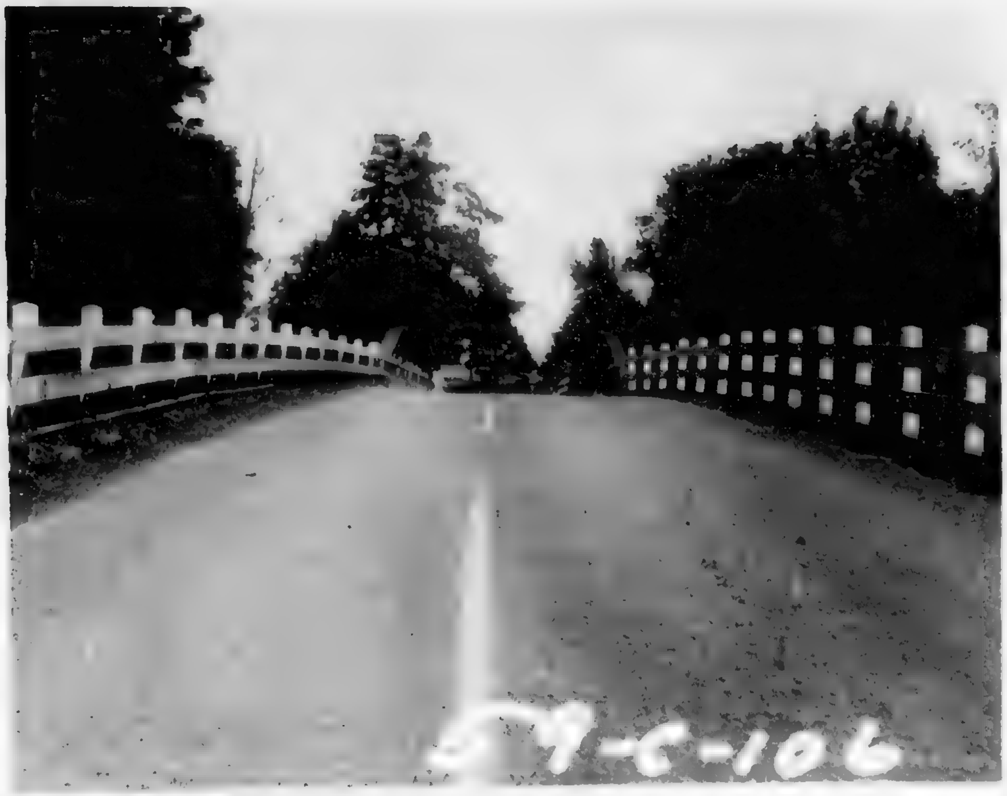
FAS 560 **County** Polk **Contract No.** [illegible]

Section Davidson Bridge Luckiamute River, [illegible]

Location 59-C-106 } From S.

59-C-107 } From SE

60-C-43 } [illegible]



59-C-106

59-C-107

1959/1960

2-10-60

FAS 560 **County** Polk **Contract No.** 5752

Section Davidson Bridge, Luckiamute River, [illegible],

Location 59-C-106 } From S.

59-C-107 } From S.E.

60-C-43 } From SE

[illegible] [illegible] FAS 560

[illegible] Bridge [illegible] E.

Polk [illegible] FAS 560

[illegible] Luckiamute [illegible] from S.

Polk [illegible] FAS 560

[illegible] from SE

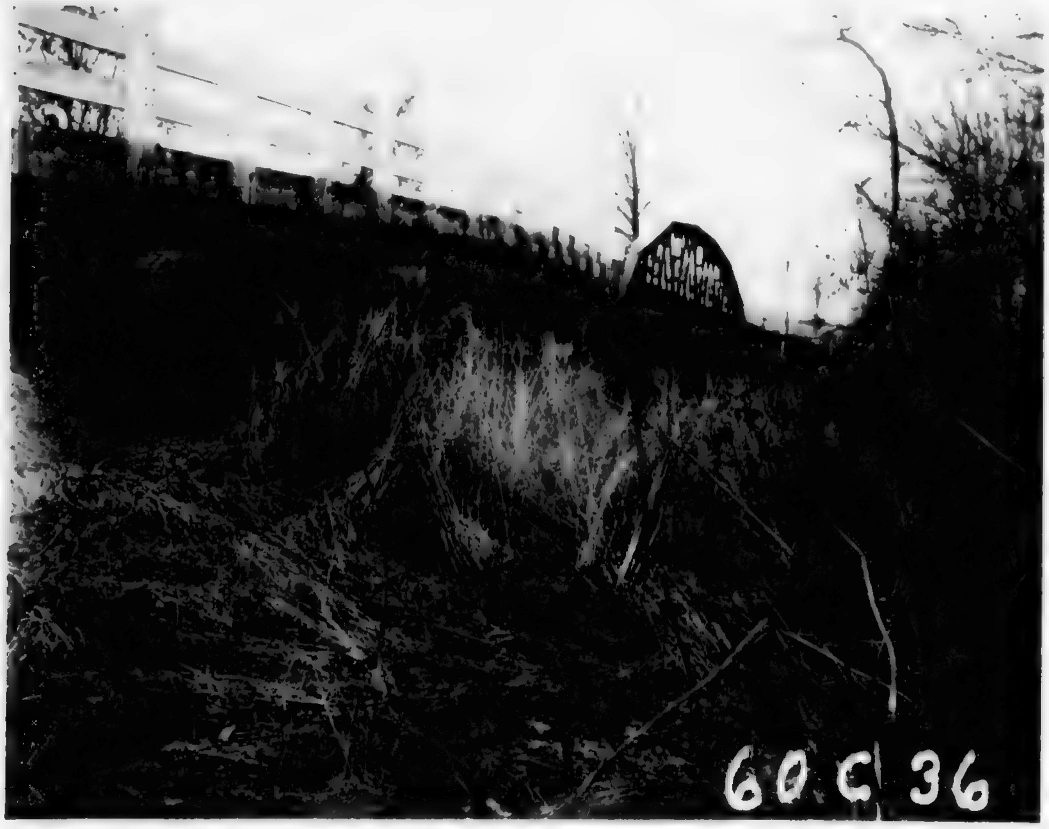
[illegible]

FAS 560 County Polk Contract No. [illegible]

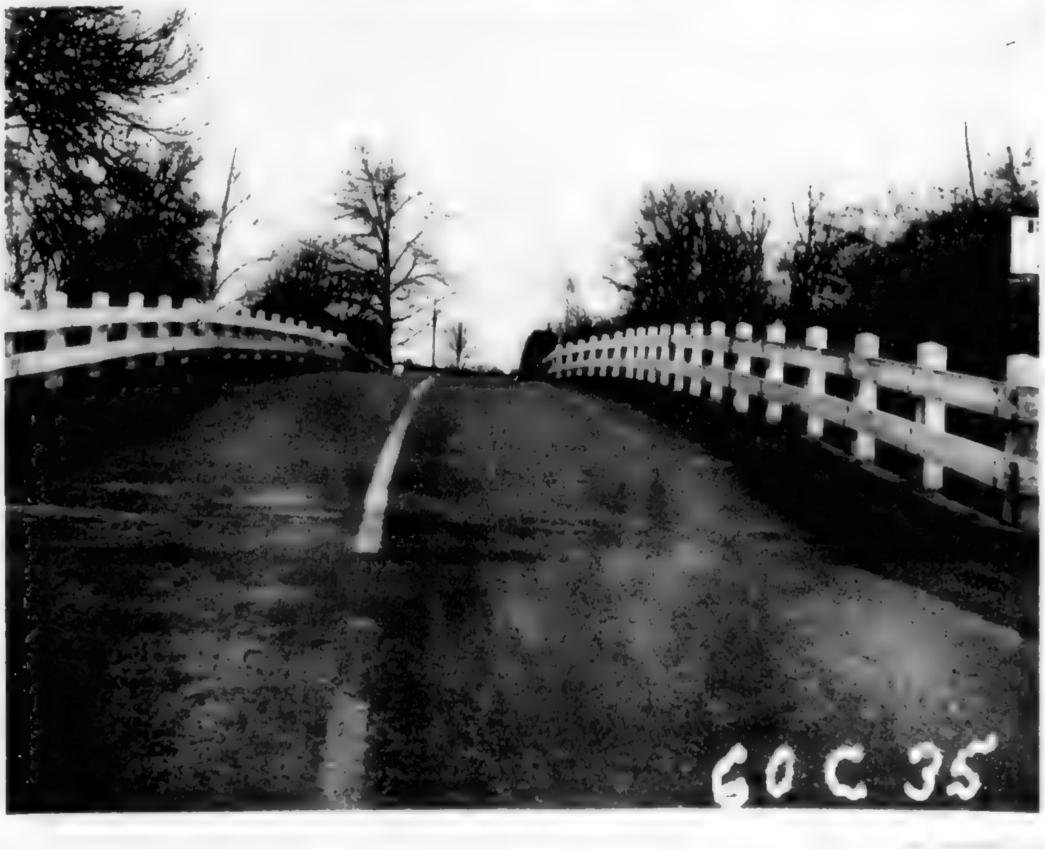
Section [illegible]

Location [illegible]

[illegible]



60 C 36



60 C 35

NOTED
C. G. SWENSON

NOTED
Harold C. Ayers

January 29, 1960

Polk County Court
Courthouse
Dallas, Oregon

NOTED
V. R. JONES

NOTED
John F. Hagemann

Gentlemen:

Enclosed are two option forms in quadruplet covering right-of-way to be acquired for the Luckiamute River Bridge Section of FAS 560. Also being forwarded, under separate cover, are four prints of a right-of-way map of this property.

When the County has completed negotiations for the required right-of-way for this project, please advise this office by signing and forwarding two copies of the enclosed right-of-way certificate. We should also be advised of the conditions, if any, which would affect the construction project.

Very truly yours,

W. C. Williams
State Highway Engineer

By

C. G. Swenson
County & City Relations Engineer

JDG:mm
Encl.

NOTED
JOHN D. GRAHAM

FORM E-90 50M 7-59 23124

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

January 28, 1960
Salem, Oregon

SUBJECT: Option
Luckiamute River Bridge Sec.
Falls City-Buena Vista Co. Rd.

To: C. G. Swenson,
County-City Relations Engr.
OFFICE

Attached you will find 2 original option forms in quadruplet covering right of way to be acquired in connection with Luckiamute River Bridge Section of the Falls City-Buena Vista County Road in Polk County. No Statement of Information was furnished. This contract is scheduled for letting May 31, 1960.

Please return to the Right of Way Department a copy of each signed option to inform the Highway Engineer the conditions, if any, on the transaction.

We are attaching 5 prints of map number 8B-16-19 covering this area and bearing our date of January 22, 1960.

30769	Henry W. & Lulu Pearl Fickel	0.80	acre
30770	Claude H. & Ethel Murphy	0.54	acre

Earl F. Saling
EARL F. SALING
Right of Way Office Manager

AC
blr
enc. 2 orig. option forms
5 prints of map

cc: J. D. Walker
E. J. Benner

P.S. Maps were sent under separate cover.

NOTED
V. R. JONES

NOTED
Harold C. Ayers

NOTED
G. SWENSON

NOTED
John F. Hagomann

MR. J. W. NASH
1/22/60

FAS 560, POLK COUNTY

TERMINI: Bridge over Luckiamute River approximately 7 miles south of Independence (Luckiamute River Bridge).

PROPOSED WORK: Construct one concrete bridge 182' long.

LENGTH: 0.03 mile.

COSTS	TOTAL	FEDERAL	STATE	OTHER
CONSTRUCTION:	$44,000	$26,400	$8,800	$8,800 (Co.)

EXISTING FACILITY: 100' long steel pony truss, 150' of untreated timber approach spans, H.C. 16'-6", deteriorated condition.

ADJACENT SECTIONS: Being constructed by Polk County through a 28' wide finished roadway (20' oil mat with 4' shoulders) on an improved alignment east of present road which was located by highway department engineering personnel. This construction will be to approved highway standards.

PROJECT DATA: Construct a R.C.D.G. bridge 182' in length, H.C. 24', on an improved alignment. Roadwork to be performed by Polk County as described under "adjacent sections."

ROW WIDTH: 60' minimum.

MINIMUM DESIGN STANDARDS:	No exceptions/
ACCESS CONTROL:	None.
RR XING:	None.
SYSTEM ACTION:	None required.
PUBLIC HEARING:	None required.
UNUSUAL OR COMPLICATED SITUATIONS:	None.

Route data submitted under Oregon Projects S-149(1), (2), (3), and (4).

NOTED
JOHN D. GRAHAM

JFH:mm

FORM E-80X 80M 7-59 22126

NOTED
Harold C. Ayers

NOTED
C. G. SWENSON

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 22, 1960

SUBJECT: Luckiamute River Bridge
Falls City-Buena Vista Road
Polk County

To:

Mr. J. D. Walker
Division Engineer
State Highway Department
Salem, Oregon

NOTED
V. R. JONES

NOTED
John F. Hagemann

NOTED
John F. Hagemann

Herewith the detail map and pad of co-ordinate sheets on the Luckiamute River Bridge Section of the Falls City-Buena Vista Road in Polk County.

This map has been traced, the right-of-way descriptions have been written and turned over to the Right-of-Way Department for processing to the County.

Tom Edwards
Construction Engineer

By

Edwin A. Pease
Construction Office Engineer

EAP:jk
cc: Mr. J. F. Hagemann

RECEIVED
JAN 22 1960
ENGINEER
COUNTY & [illegible]

NOTE
JOHN D. GRAHAM

NOTED
V. R. JONES

NOTED
C. G. SWENSON

Salem, Oregon
December 23, 1959

Mr. Tom Edwards
OFFICE

Luckiamute River Bridge Section
FAS 560, Polk County

NOTED
Harold C. Ayers

The field data for the subject named project has been checked and found to be consistent with the project as proposed by the county and approved by the Highway Commission.

The FAS project is to be for the structure only with the county to do all road work with county forces.

County matching funds will not be available until after July 1, 1960, so the bridge project should not be scheduled for letting until after that date.

As stated in Mr. Asburry's letter, right-of-way descriptions and road field data should be forwarded to the county as soon as available.

John F. Hagemann
Assistant County & City Relations Engineer

JFH:mm

cc: Ivan Merchant
Frank Hall
V. G. O'Neil
Vic Wolfe

NOTED
JOHN D. GRAHAM

FORM E-30 50M 7-59 22124

NOTED
Harold C. Ames

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

NOTED
C. G. SWENSON

Salem, Oregon
December 21, 1959

SUBJECT: Luckiamute River Bridge Section
Falls City-Buena Vista Road
Polk County

NOTE

To:

Mr. Tom Edwards
Construction Engineer
Department

We herewith submit on the subject project the data listed on the attached copy of a letter from the Resident Engineer.

The approved F.A.S. Project is for the bridge only. The County is supposed to do the grading and surfacing work. The job has been worked up in its entirety, including the grading and surfacing. The County would like for the Highway Department to prepare right of way descriptions for the entire project. As soon as we are through with the data pertaining to the grading and surfacing work, I believe it should be forwarded to Polk County, as they will need it for their portion of the work.

J. D. Walker
Division Engineer

By R. D. Asburry

R. D. Asburry
Assistant Division Engineer

RDA:AM
cc Mr. C. G. Swenson ✓

RECEIVED
DEC 2[illegible] 1959
[illegible]

NOTED
JOHN D. GRAHAM

NOTED
V. R [illegible]

NOTED
C. G. SWENSON

December 10, 1959

NOTED
Harold C. Ayers

Polk County Court
Courthouse
Dallas, Oregon

Gentlemen:

Reference is made to the Luckiamute River Bridge on FAS 560 which has been programmed as your next FAS project. The FAS project as proposed calls for construction of the bridge only with FAS funds with the County to construct road approaches as required.

Our soils division has determined a recommended base design for the road approaches. In the event the county wishes to use this recommended base design, it is as follows:

Thickness	
$1\frac{1}{2}$"	Type 0-11 oil mat.
3"	3/4"-0" crushed leveling course.
10"	Pit-run gravel bottom course base.
$14\frac{1}{2}$" =	Total

Our survey, when complete, will include the revised location of the road as well as the bridge site and the field data covering the road approaches will be furnished you upon request. It is anticipated this field data will be available within four or five weeks.

Very truly yours,

W. C. Williams
State Highway Engineer

By

John F. Hagemann
Assistant County & City Relations Engineer

JFH:mm

NOTED
JOHN D. GRAHAM

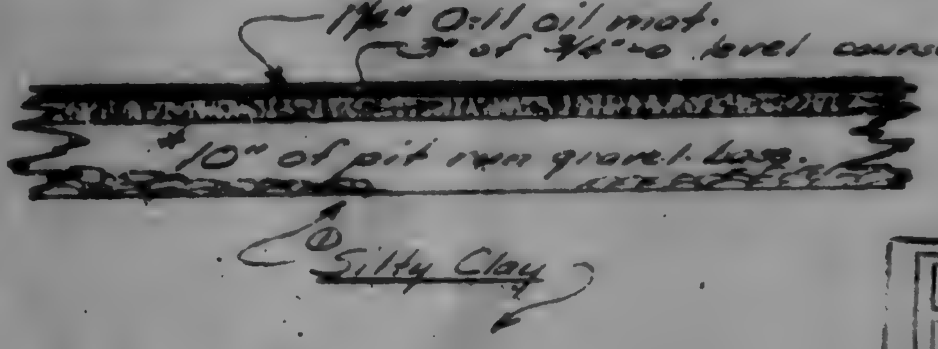
OREGON STATE HIGHWAY DEPARTMENT
CONSTRUCTION DIVISION
GEOLOGY AND SOILS SECTION
PROJECT BASE DESIGN

Section Luckiamute [illegible] Bridge Approach Highway E.A.S. 560 County Polk Prefix 527-1474

Res. Engr. [illegible] Length of Project 0.7 Miles. N. M.P. 24.5 to S. M.P. 23.8 Date 12-4-59

TYPICAL SECTIONS Traffic Classif. - Light

① Typical Soil
[illegible] LL
8 PL
0 % Rock or Gravel
10 % Sand
26 % Silt
64 % Clay
7 % Volume



* Coarse base increased 25% due to use of pit run gravel.

RECEIVED
DEC 9 1959
ENGINEER
COUNTY & CITY [illegible]

Required Base & Wear		Designed Base & Wear		
Crushed	Not Crushed	Exist. Surf. Allow.	New Work	
			1¼	0-11
			3	level
			*10	[illegible]
	14		14¼	

PROPOSED MATERIAL SOURCES

Location	Lab. No.	S.G.	Type of Material	Max. Size	% Pass No. 4 Screen	% Pass No. 40 Screen	Abrasion Loss %	Sodium Sulphate Loss %	LL	PI	To be used for.
Suitable material source to be determined by the Engineer.											

Deputy State Highway Engineer
Construction Engineer
Engineer of Materials
Division Engineer
Resident Engineer
Office Engineer
Design Engineer
Soils Engineer Division

Submitted by G. L. Decker
Staff Assistant

Recommended by [illegible]
Construction Engineer

Recommended by [illegible]
Engineer of Materials

Approved by [illegible]
Deputy State Highway Engineer

RECEIVED
AUG [illegible] 1959
FOR FILING

8-25-59

S-149(5)

5752

LOCATION PROSPECTUS
LUCKIAMUTE RIVER BRIDGE
FAS 560 - POLK COUNTY

The following prospectus is submitted concerning the Luckiamute River Bridge Section on FAS 560 which is a county road on the Federal Aid Secondary System. The Luckiamute River Bridge carries Highway Department Inventory #1088 and it is located seven miles south of Independence and two miles northeasterly of Suver. The overall length of the project is 0.7 mile.

This will be a location survey for the purpose of preparing plans and estimates for realignment, reconstruction and bridge construction. There are no towns affected by this project.

Reconnaissance is not necessary. Routine soils investigations will be conducted. There are no special drainage problems. An economic analysis is not needed at this time.

The present (1958) ADT is 190 and the projected (1978) ADT is 285. This will be a Class "E-45" highway with a maximum grade of 4 per cent and a maximum curvature of 10 degrees. The typical section will consist of a 20-foot traveled way with 4-foot shoulders; the new bridge will have a horizontal clearance of 24 feet. The tentative base design by G. L. Decker is:

Paving course	1¼"	0-11 oil mat
Level course	3 "	3/4"-0 crushed material
Base course	10 "	coarse crushed material
Total	14¼"	

(Base design subject to change upon completion of soils investigations.)

Deviation from State and Federal standards is not anticipated.

This will be an unrestricted access facility with no interchanges or railroad crossings.

The truss of the existing bridge is in satisfactory condition but cap failure due to crushing is evident at three corners. The structure has a horizontal clearance of 17 feet.

NOTED
FORREST COOPER

The existing bridge will be replaced by a new structure on an improved alignment to the east, which will permit use of the existing bridge during construction. Road approaches to the new bridge will be constructed by the county.

Materials are available from local commercial sources and from a state controlled gravel pit 1½ miles northeasterly of Buena Vista.

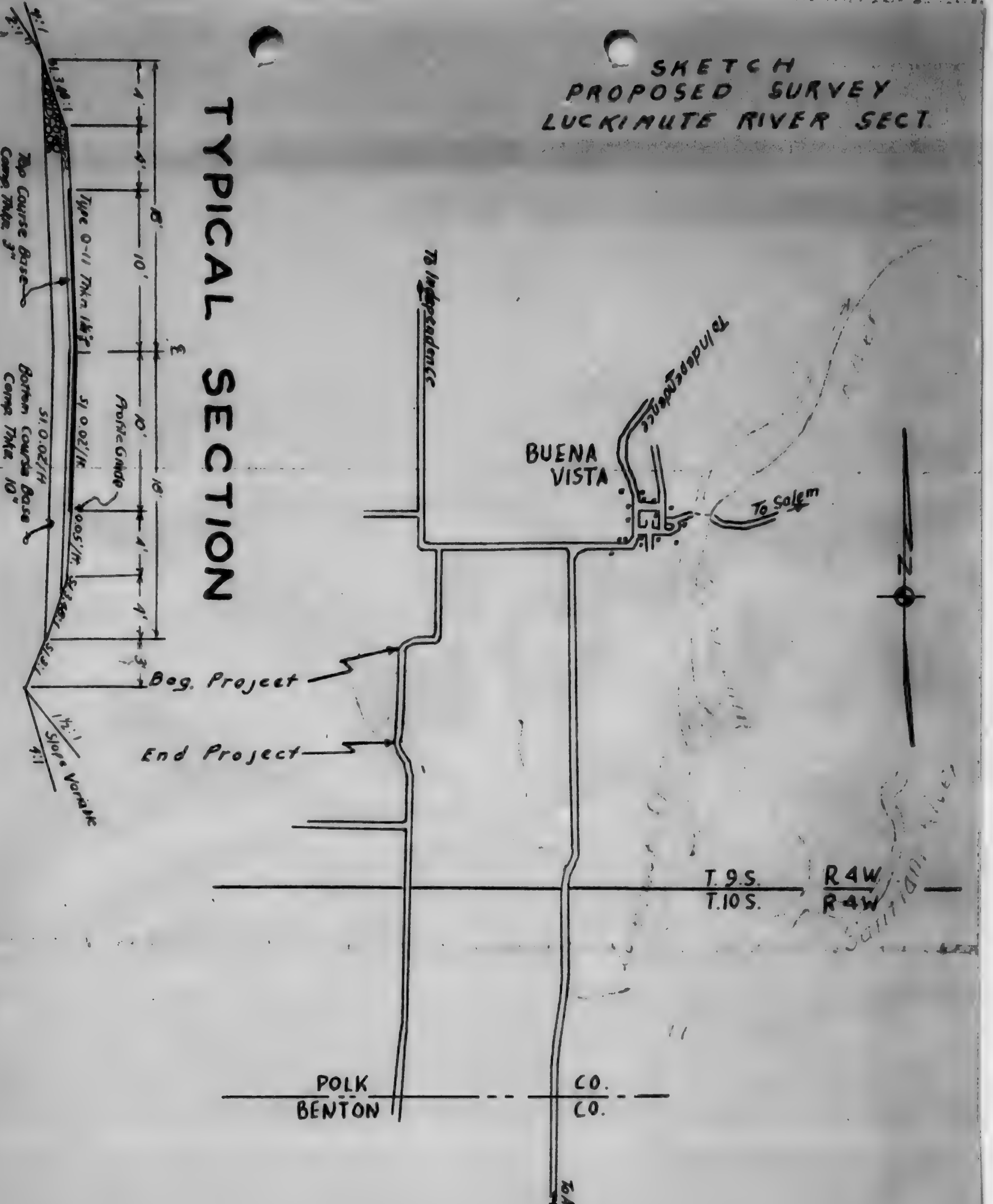
There are no state parks affected by this project.

August 25, 1959

Attachment

cc W. C. Williams
Forrest Cooper
G. S. Paxson
Tom Edwards
J. D. Walker (2)
L. L. MacIntyre
C. H. Armstrong
Mark Astrup
D. J. Barbee
Jay Blair
F. B. Crandall
G. L. Decker (2)
I. A. DeFrance
R. C. Edgerton
Frank Hall
Val P. Johnson
Ivan D. Merchant
J. W. Nash
C. G. Polk
R. L. Porter
C. G. Swenson
Walter T. Wright

RECEIVED
[illegible] 1959
OFFICE OF
STATE HIGHWAY ENGINEER


SKETCH
PROPOSED SURVEY
LUCKIMUTE RIVER SECT.
TYPICAL SECTION
2:1
2:1
1.3/4:1
4'
4'
8'
10'
10'
10'
4'
4'
3'
℄
Type O-11 Thkn. 1 1/2"
Profile Grade
Sl. 0.02'/ft.
0.05'/ft.
Sl. 0.02'/ft
Top Course Base Comp. Thkn. 3"
Bottom Course Base Comp. Thkn. 10"
1 1/2:1
4:1
Slope Variable
Beg. Project
End Project
To Independence
To Independence
BUENA VISTA
To Salem
N
T. 9 S.
T. 10 S.
R 4 W
R 4 W
POLK CO.
BENTON CO.
To Albany

NOTED
Harold C. Ayers

NOTED
C. G. SWENSON

NOTED
[illegible] ONES

NOTED
[illegible]

FAS 560

July 6, 1959

Polk County Court
Courthouse
Dallas, Oregon

Gentlemen:

On July 2 the Highway Commission approved the Polk County FAS project as described in the attached tabulation which is believed to conform to the county's request. The survey for this project will be performed under the supervision of our Division Office with headquarters in Salem.

Very truly yours,

W. C. Williams
State Highway Engineer

By

John F. Hagemann
Ass't. County & City Relations Engineer

JFH:cg

Att: [illegible]

PROPOSED PROJECT
POLK COUNTY

FAS 560, Luckiamute River Bridge, $52,000. This bridge is located approximately 7 miles south of Independence and carries highway department inventory number 1088.

The proposed project is to replace the existing 250' long (100' steel pony truss and 150' of P.T. approach spans) bridge with a new structure having a roadway width of 24'. The new bridge is to be constructed on an improved alignment east of the existing structure which will permit use of the existing bridge during construction. The FAS project will be for the structure only with Polk County constructing road approaches as required and removing the existing bridge with county forces. The revised bridge location will involve relocation of approximately 0.7 mile of road.

The $52,000 programmed above represents the presently estimated unprogrammed balance of fiscal year 1961 funds available to Polk County. This figure may be adjusted as final costs on projects under contract become available.

FORM E-30 [illegible]

NOTED
Harold C. Ayers

NOTED
C. C. [illegible]

NOTED
V. R. JONES

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 24, 1959

SUBJECT: Luciamute River Bridge
Polk County FAS 560

To:
Mr. L. L. MacIntyre
Resident Engineer
Oregon State Highway Department
1101 North Pacific Highway
Albany, Oregon

RECEIVED
JUN [illegible] 1959

Herewith data pertaining to a proposed Polk County FAS Project. Will you please submit an "Authority for Survey" and do the field work on this project. This is a fill-in job so do not let your construction work suffer because of it.

J. D. Walker
Division Engineer

By R. D. Asburry
R. D. Asburry
Assistant Division Engineer

RDA:AM
cc County and City Relations Division

NOTED
Harold C. Ayers

NOTED
C. G. SWENSON

June 23, 1959
Salem, Oregon

Proposed County FAS Project
FAS 560
Polk County

Mr. J. E. Walker
OFFICE

NOTED
V. R. JONES

NOTED
John F. Hagemann

Enclosed are three copies of a tabulation, with map attachment, describing a county FAS project proposed by Polk County for construction with available FAS funds. This project will be presented to the Highway Commission for approval at its meeting on July 2 and 3.

Mr. L. Franklin, Polk County Engineer, should be contacted prior to making the survey.

John F. Hagemann
Ass't. County & City Relations Engineer

JFH:cg

Encl.

cc: Tom Edwards
Ivan Merchant
Vic Wolfe

PROPOSED PROJECT
POLK COUNTY

FAS 560, Luckiamute River Bridge, $52,000. This bridge is located approximately 7 miles south of Independence and carries highway department inventory number 1088.

The proposed project is to replace the existing 250' long (100' steel pony truss and 150' of P.T. approach spans) bridge with a new structure having a roadway width of 24'. The new bridge is to be constructed on an improved alignment east of the existing structure which will permit use of the existing bridge during construction. The FAS project will be for the structure only with Polk County constructing road approaches as required and removing the existing bridge with county forces. The revised bridge location will involve relocation of approximately 0.7 mile of road.

The $52,000 programmed above represents the presently estimated unprogrammed balance of fiscal year 1961 funds available to Polk County. This figure may be adjusted as final costs on projects under contract become available.

59-e
6/18/59

S-297(4) 136th Ave.-181st Ave. Pav. 1960
Proj. on NE Glisan St.
#5753

C&A
2252
7-12 60

2

RECEIVED
AUG 2 1961

FOR FILING

[illegible]

5753

August 2, 1961

The Fidelity & Casualty Co. of N. Y.
San Francisco Branch Office
160 Pine Street
San Francisco 11, California

Gentlemen:

State Highway contract #5753 for paving the 136th Ave. - 181st Ave. Section of NE Glisan Street, Multnomah County, was completed by the contractor, Oregon Asphaltic Paving Co., on June 14, 1961, and was formally accepted by the Highway Commission on June 27, 1961.

Final payment in the amount of $3,375.69 will be released to the contractor on or after August 9, 1961. The total contract amount is $112,686.87, of which amount $164.01 represents force account items.

The State is not aware of any unpaid claims for labor or materials and assumes no responsibility for such claims should there be any.

This notice is sent as your company appears as surety on the performance bond furnished by the contractor on this project.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: The Fidelity & Casualty Co. of N. Y.
Pallett, Fisher & Carlo, Inc.,
1001 US National Bank Bldg.,
Portland 4, Oregon

cc: Oregon Asphaltic Paving Co.,
1220 SE 190th Ave.,
Portland 33
Oregon

9

RECEIVED
JUN 20 1961
FOR FILING

S-297(4)

5753

June 20, 1961

Mr. C. O. Polk
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on June 14, 1961, on Contract No. 5753, 136th Ave.-181st Ave. Section, in Multnomah County, in connection with Federal Aid Project No. S-297(4).

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

DBP:jb

cc: Clarence G. Swenson

Form E-1—(Rev.)—

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending June 16, 1961

Section 136th Ave - 181st Ave.

Kind of work Paving

Highway N.E. Glisan St. County Multnomah

Section prefix 526-1050

Contractor Oregon Asphaltic Paving Co.

Contract number 5753

Date of contract July 18, 1960

Specified work days 60

Date work started Oct. 8, 1960

Work days used 48

Project authorization $ 116,858.69

Exclusive of engineering $ 116,858.69

Per cent of time elapsed 80 %

Estimated cost of completed project, exclusive of engineering $ 113,200.00

Estimated per cent o[redacted]n or underrun 3.1 %

Per cent of contract completed, based on estimated cost 100 %

Engineering authorization $ To be done by County

Engineering cost to date $, %

Date project was completed June 14, 1961

ESTIMATED PER CENT COMPLETE

CLEARING	DRAINAGE	GRADING	STRUCTURES	BASE	OIL AND/OR PAVE.	MAT'L PROD.
					100	

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, etc.:

The paving of this project was completed on Wednesday

CONSTRUCTION DIVISION
RECEIVED
JUN 19 1961
NOTED-- ☐ ☐ ☐ ☐ ☐
CE AC ACE CCE
CB

NOTED

NOTED
C. E. PAULSEN

Signed Spencer Hill

Address 2115 S.E. Morrison St., Portland, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					2.37
Miles partially completed					
Miles completed					2.37
Total estimated quantities (contract)					18,855
Total quantities corrected to date					18,961
Estimated quantities moved or placed to date					18,961
Average daily quantities					850
Average daily quantities necessary to complete project on time					
Number shifts per day					1
Hours per shift					8
Average force on project for week					

Men	8
Supervision	2
Men and trucks under 3 tons	
Men and trucks over 3 tons	4
Men and tractors	

Equipment used during week: Shovels ...., Power graders ...., Rollers ...2..., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Compaction rollers ...1...., . . 1 A.C. Batching Plant...., . . 1 Paving Machine

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Fair		
Monday	Fair		
Tuesday	Fair		
Wednesday	Fair		
Thursday	Fair		
Friday	Fair		
Saturday			

RECEIVED
OCT 1960
FOR FILING
S-297(4)
5753

October 17, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was started on October 8, 1960, on Contract No. 5753, 136th Avenue-181st Avenue Section, in Multnomah County, in connection with Federal Aid Project No. S-297(4).

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

DBP:cr

A

RECEIVED
JUL 27 1960
FOR FILING
21744)
5753

FORM E-120

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

July 26, 1960

Oregon Asphaltic Paving Co.,
1220 SE 190th Avenue
Portland
Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission:

> Contract #5753, awarded July 12, 1960, for paving the 136th Ave.-181st Ave. Section of NE Glisan Street, Multnomah County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

de
Encl.

RECEIVED
JUL 26 1960
FOR FILING
S 277 (4)
5753

#5753

Salem, Oregon
July 14, 1960

MISC. CONTRACTS and
AGREEMENTS No. 2252

FAS Project Agreement
Multnomah County

Mr. C. G. Swenson
County & City Relations Engineer
Office

Attention: Mr. John D. Graham
County & City Relations Office Engineer

Attached is a conformed copy of a cooperative construction agreement with Multnomah County covering the paving project on the 136th Avenue-181st Avenue Section of FAS 638 in Multnomah County.

A fully executed copy of the above agreement has been retained in this office for the Commission's files and one fully executed copy has been sent to the Board of County Commissioners, Portland, Oregon.

Secretary

Fn
Attach: 1

FORM E-20X 50M 7-59 22128

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 17, 1960

SUBJECT: FAS Project Agreement
Multnomah County

To: Mr. G. S. Paxson
OFFICE

Attached are three copies of an agreement covering the paving project on the 136th Avenue-181st Avenue Section of FAS 638 in Multnomah County. Two copies have been executed by the Board of Commissioners and are now ready for signature by the Highway Commission. Both copies require your signature.

The project was approved 4/21/60.

John D. Graham
County & City Relations Office Engineer

JDG:mm
Att.

RECOMMENDED FOR APPROVAL
G S Paxson
Assistant State Highway Engineer

AUTHORIZED BY HIGHWAY COMMISSION
DATE 4-26-60 min Page 20
Floyd Query
Secretary

RECEIVED
JUL 15 1960
FOR FILING

[illegible]

5753

A

July 14, 1960

Board of County Commissioners
Multnomah County
Court House
Portland, Oregon

Gentlemen:

We are enclosing for the records and files of Multnomah County a fully executed copy of a Cooperative Construction Agreement between the State Highway Commission and Multnomah County covering the paving project on the 136th Avenue-181st Avenue Section of FAS 638 in Multnomah County.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

rn
Enc.

S-441(1) Willamette R. Br. and 2 1960
overflow structures on
#5754 Peripheral Rd., near Eugene

CAA
2238

OREGON STATE HIGHWAY DEPARTMENT

INVOICE

DATE	BILLING REQ. NO.	YOUR ORDER NO.	CREDIT DISTRIBUTION
6-28-62	CC 758		5[illegible]0-1065-297

NOTED
H. S. COX

NOTED
DON HARWELL

INVOICE NUMBER **75017**

NOTED
Harold C. Ayers

Lane County
Eugene, Oregon
Attn: Board of Commissioners

MAKE CHECKS PAYABLE TO
THE OREGON STATE HIGHWAY DEPARTMENT

SEND REMITTANCE TO:
OREGON STATE HIGHWAY DEPARTMENT
STATE HIGHWAY BUILDING
SALEM, OREGON

DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE
Final billing: Willamette River Bridge and Overflow Structures, F[illegible] 860. Covered by agreement dated June 21, 1960 ~~[illegible]~~.			
Original advance deposit		94,500.00	
Less amount previously transferred		74,500.00	
			20,000.00
County's share as per attached statement		86,177.62	
Less amount previously transferred		74,500.00	
			11,677.62
To be refunded			8,322.38

NOTED
R. H. PRANGE

ACKNOWLEDGMENT OF BILLING REQUEST

Billing Request No. ____________

By ____________

A 150 (REVISED 7-60)

NOTED
H. S. COX

NOTED
Harold C. Ayers

NOTED
R. H. PRANGE

NOTED
DON HARWELL

NOTED
[illegible]

June 28, 1962

Lane County Board of Commissioners
Courthouse
Eugene, Oregon

Gentlemen:

Final costs are now available for the Willamette River Bridge and Overflow Structures on FAS 860, Contract 5754, covered by agreement dated June 21, 1960, as shown in the attached cost statement.

In accordance with the agreement, a refund of $8,322.38 is due the County in connection with this project. This refund will be paid by our accounting division within the next few days.

Very truly yours,

H. S. Cox
County and City Relations Engineer

By

Verne R. Jones
County & City Relations Planning Engineer

VRJ:mm
Att.

cc: Mr. H. C. Walberg

RECEIVED
1962

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

S-4411 (1)

5754

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

January 4, 1962

Hon. Howell Appling, Jr.
Secretary of State
Salem, Oregon

Attention: Mr. Geo. C. Stephens

Dear Sir:

Attached for filing is a claim letter, dated December 27, 1961, in the amount of $8,692.29, received from Rich Freight Lines, Portland, for hauling charges on the following S & D Construction Co. contracts:

Contract No. 5703 - Meacham Railroad Overcrossing on the Deadman's Pass-Meacham Section of the Old Oregon Trail Highway in Umatilla County - Claim $8,311.51

Contract No. 5754 - Bridge overflow structures on the Willamette River Bridge Section of the Peripheral Road (FAS 860) in Lane County - Claim $380.78.

Please acknowledge receipt of the claims on the enclosed copy of this letter.

File # 3904

Yours very truly,

FILED
JAN - 5 1962
HOWELL APPLING, JR.
SECRETARY OF STATE

Secretary
OREGON STATE HIGHWAY COMMISSION

Enc.

NOTED ON CARD
RC

RECEIVED
JAN 9 1962
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JAN - 5 1962
HOWELL APPLING, JR.
SECRETARY OF STATE

RECEIVED
JAN 5 1962

FOR FILING

5754

January 4, 1962

Rich Freight Lines
1921 S. E. Grand Avenue
Portland 14, Oregon

Attention: Mr. Howard K. Watts
Manager

Gentlemen:

This is to acknowledge your claim letter of December 27, 1961, in the amount of $8,692.29, for hauling charges on the following S & D Construction Co. contracts:

Contract No. 5703 - Meacham Overcrossing - $8,311.51
✓ Contract No. 5754 - Willamette River Bridge - $380.78

The Home Indemnity Company, through Seth Leavens Agency, 500 Jackson Tower, Portland, furnished the performance bonds on these contracts, which were given to assure completion of the contracts and payment of all bills incurred in them.

The State does not make payment of claims but looks to the contractor and the surety for such payment.

So that there will be no misinterpretation of the law, we are forwarding your claim letter to the Secretary of State for filing. In the meantime, this information will be noted in our records and we will advise the surety and the contractor that it has been received.

Yours very truly,

Secretary
OREGON STATE HIGHWAY COMMISSION

CWH:fp

NOTED ON CARD
dc

January 4, 1962

Hon. Howell Appling, Jr.
Secretary of State
Salem, Oregon

Attention: Mr. Geo. C. Stephens

Dear Sir:

Attached for filing is a claim letter, dated December 27, 1961, in the amount of $8,692.29, received from Rich Freight Lines, Portland, for hauling charges on the following S & D Construction Co. contracts:

Contract No. 5703 - Meacham Railroad Overcrossing on the Deadman's Pass-Meacham Section of the Old Oregon Trail Highway in Umatilla County - Claim $8,311.51

Contract No. 5754 - Bridge overflow structures on the Willamette River Bridge Section of the Peripheral Road (FAS 860) in Lane County - Claim $380.78.

Please acknowledge receipt of the claims on the enclosed copy of this letter.

Yours very truly,

Secretary
OREGON STATE HIGHWAY COMMISSION

Enc.

CWH:fp

NOTED ON CARD

January 4, 1962

Home Indemnity Company
American Bank Building
Portland 4, Oregon

Gentlemen:

A claim letter, dated December 27, 1961, has been received from Rich Freight Lines, Portland, advising that S & D Construction Co. owe them $8,692.29 for hauling charges on the following contracts:

Contract No. 5703 - Meacham Railroad Overcrossing on the Deadman's Pass-Meacham Section of the Old Oregon Trail Highway in Umatilla County - Claim $8,311.51.

✓ Contract No. 5754 - Bridge overflow structures on the Willamette River Bridge Section of the Peripheral Road (FAS 860) in Lane County - Claim $380.78.

This claim letter has been forwarded to the Secretary of State for filing. Attached is a copy for your record.

We provide this information as your company appears as surety on the performance bonds furnished with these contracts.

Yours very truly,

Secretary
OREGON STATE HIGHWAY COMMISSION

CWH:fp

Enc.
CC:
Seth Leavens Agency
500 Jackson Tower
Portland, Oregon

NOTED ON CARD
dc

S & D Construction Co.
4930 S. E. Roadway
Portland 6, Oregon

Commissioners
Mr. Forrest Cooper

RICH FREIGHT LINES
1921 S. E. GRAND AVENUE
PORTLAND 14, OREGON

December 27, 1961

Mr. Floyd Querry, Secretary
Oregon State Highway Department
Salem, Oregon

Dear Mr. Querry:

We wish to file the following claims for past due hauling charges totaling, $5,692.29

Meacham Overcrossing   Amount, $5,311.51
Contract #5703
Contractor, S. & D. Construction Company
Bonding Agent, Home Indemnity Company

Willamette River Bridge   Amount, $380.78
Contract #5754
Contractor, S. & D. Construction Company
Bonding Agent, Home Indemnity Company

We would appreciate it very much if you will take prompt action on this matter and direct these claims through the proper channels.

Thank you.

Yours very truly,

RICH FREIGHT LINES

Howard K. Watts
Manager

HKW/rs

cc: Mr. Jack Sowles, S. & D. Construction Company.

RECEIVED
DEC 26 1961
FOR FILING

[illegible]
5754

DOMESTIC SERVICE	
Check the class of service desired; otherwise this message will be sent as a fast telegram	
TELEGRAM	X
DAY LETTER	
NIGHT LETTER	

$
S
E

WESTERN UNION
TELEGRAM

W. P. MARSHALL, PRESIDENT

1206 (4-55)

INTERNATIONAL SERVICE	
Check the class of service desired, otherwise the message will be sent at the full rate	
FULL RATE	
LETTER TELEGRAM	
SHORE SHIP	

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

Salem, Oregon
December 22, 1961

Park and Shenk
Russ Building
San Francisco 4, Calif.

George E. Kelly

Check for $21,359.00 to First National Bank of Oregon today or fore part next week.

Floyd Query, Secretary
OREGON STATE HIGHWAY DEPT.

CC: Confirmation
Accounting (Chg. 5001-900)
Files

RECEIVED
DEC 26 1961
FOR FILING

5754

CLASS OF SERVICE
This is a fast message unless its deferred character is indicated by the proper symbol.

WESTERN UNION
TELEGRAM

W. P. MARSHALL, PRESIDENT

1201 (4-60)

SYMBOLS
DL=Day Letter
NL=Night Letter
LT=International Letter Telegram

The filing time shown in the date line on domestic telegrams is LOCAL TIME at point of origin. Time of receipt is LOCAL TIME at point of destination

PRA163 OD426

O MLA163 NL PD=ML SAN FRANCISCO CALIF 21= 1961 DEC 21 PM 4 08

FLOYD QUERY, SECRETARY= STATE OF OREGON
STATE HWY DEPT SALEM ORG=

RE: S & D CONSTRUCTION CO. CONTRACT NO. 5754 WE ARE TODAY MAILING OUR CLIENT'S DRAFTS TO CLAIMANTS IN THE TOTAL AMOUNT OF APPROXIMATELY $44,000.00. WITH REFERENCE TO YOUR LETTER TO HOME INDEMNITY COMPANY DATED DECEMBER 8, 1961, PLEASE ADVISE IF THE BALANCE IN CONTRACT IN THE AMOUNT OF $21,359.00 HAS BEEN SENT TO FIRST NATIONAL BANK OF OREGON AND, IF NOT, WHEN MAY WE EXPECT IT TO BE MAILED TO THAT BANK=

GEORGE E KELLY PARK AND SHENK.

NOTED
FLOYD QUERY

Reply made 11:50 AM 12-22-61

RECEIVED
DEC 11 1961
FOR FILING

5734

December 8, 1961

Home Indemnity Co.,
American Bank Bldg.,
Portland 4
Oregon

Gentlemen:

State Highway contract #5734 for construction of the Willamette River Bridge and overflow structures on the Peripheral Road (FAS 860) in Lane County was completed by the contractor, S & D Const. Co., on September 27, 1961, and was formally accepted by the Highway Commission on October 20, 1961.

Final payment in the amount of $21,359.46 will be released to the contractor, assigned to The First National Bank of Oregon, 6th & Morrison Branch, Portland, on or after December 15, 1961. The total contract amount is $413,449.75, and no force account work was performed on the project.

You have been previously notified that claims have been filed against this contract.

This notice is sent as your company appears as surety on the performance bond furnished by the contractor on this project.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: Home Indemnity Co.,
Seth Leavens Agency
500 Jackson Tower
Portland, Oregon

cc: Park and Shenk
Russ Building
San Francisco 4
California

cc: S. & D Const. Co.

RECEIVED
DEC 5 1961
FOR FILING

5991 (1)

5754

LAW OFFICES
REINHARDT, COBLENS & STOLL
CORBETT BUILDING
PORTLAND 4, OREGON
CAPITOL 6-6695

JUSTIN N. REINHARDT
SEYMOUR L. COBLENS
~~NORMAN A. STOLL~~
MORTON A. WINKEL

BARNETT H. GOLDSTEIN
COUNSEL

December 1, 1961

#5754

Mr. Floyd Query, Secretary
Oregon State Highway Commission
Salem, Oregon

Re: S & D Construction Co.

Dear Mr. Query:

This is to acknowledge receipt of your letter of November 28, 1961 relating to the foregoing. You are correct in your assumption that our claim, which mentioned contract No. 5734 was intended to be 5754 and will you please amend our claim accordingly.

If you require any further document for this purpose, please advise immediately.

Very truly yours,

REINHARDT, COBLENS & STOLL

Seymour L. Coblens

SLC:vh

NOTED
FLOYD QUERY

RECEIVED
DEC 4 1961
OREGON
STATE HIGHWAY COMMISSION

NOTED
C. W. HEAD

RECEIVED
DEC 13 1961
FOR FILING

S-441(1)

5754

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Eugene, Oregon
November 29, 1961

To Mr. I. D. Merchant
Bridge Engineer
Salem, Oregon

SUBJECT: Willamette River Bridge And Overflow Structures
Bridges No. 8638, 8704 and 8705
Contract 5754
Possible Claim against Contractor

It has come to our attention that there may be a claim filed against the contractor on the subject project. This claim would be for remuneration for gravel removed from the Wm. J. James property by the contractor during construction of the subject project. This matter was thought to have been settled some months ago but apparently was not.

The final estimate for this project is now being processed through channels.

Ellis H Jones
Ellis H. Jones
Resident Bridge Engineer

wFR

Copy to Mr. Query. 12/7/61

NOTED
LLOYD QUERY

RECEIVED
DEC 5 1961
FOR FILING

S-47(·)

5754

November 28, 1961

United Pacific Insurance Company
P. O. Box 1216
Tacoma, Washington

Attention: R. F. Atkins

Gentlemen:

A letter dated November 21 with claim attached has been received from Reinhardt, Coblens & Stoll, Attorneys, Portland, on behalf of Burns Bros., Inc., advising that S & D Construction Company owes them for labor and material in the amount of $221.37 with interest thereon at the rate of 6% per annum from May 27, 1961.

This appears to be in reference to Contract Nos. 5536, 5690, 5702 and 5754. This claim has been forwarded to the Secretary of State for filing. Attached is a copy of the claim.

This information is provided as your company appears as surety on the performance bond furnished with Contract No. 5536.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

Enc.

cc: Seth Leavens Insurance Company
520 Jackson Tower
Portland, Oregon

S & D Construction Company
4930 NE Broadway
Portland, Oregon

M. K. McIver
G. L. Jackson
W. C. Williams
Forrest Cooper

NOTED ON CARD

WCH:jh

RECEIVED
DEC 5 1961
FOR FILING

5-[illegible] (1)

5754

November 28, 1961

Law Offices
Reinhardt, Coblens & Stoll
Corbett Building
Portland 4, Oregon

Attention: Seymour L. Coblens

Gentlemen:

This is to acknowledge receipt of your letter of November 21, 1961, and attached claim of Burns Bros., in the amount of $221.37 with interest thereon at the rate of 6% per annum from May 27, 1961, for labor and material furnished to S & D Construction Company and their sureties in connection with Contract Nos. 5536, 5890, 5703, and 5734.

According to our records Contract No. 5734 is not an S & D Construction Company contract. However, there was a contract, No. 5754, with S & D Construction Company, Bridge-Overflow structures on the Willamette River Bridge on the Peripheral Road in Lane County. We assume this is the project to which you had reference.

So there will be no misinterpretation of the law, we are forwarding this claim to the Secretary of State for filing. In the interim, this information will be noted in our records and we will advise the sureties and contractor that it has been received.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

CHH:jh

NOTED ON CARD

RECEIVED
DEC 5 1961
FOR FILING

5441 (1)

5754

November 28, 1961

Home Indemnity Company
American Bank Building
Portland 4, Oregon

Gentlemen:

A letter dated November 21 with claim attached has been received from Reinhardt, Coblens & Stoll, Attorneys, Portland, on behalf of Burns Bros., Inc., advising that S & D Construction Company owes them for labor and material in the amount of $221.77 with interest thereon at the rate of 6% per annum from May 27, 1961.

This appears to be in reference to Contract Nos. 5636, 5690, 5703 and 5754. This claim has been forwarded to the Secretary of State for filing. Attached is a copy of the claim.

This information is provided as your company appears as surety on the performance bonds furnished with Contract Nos. 5690, 5703 and 5754.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

Enc.
cc: [illegible] Lowrance Insurance Company
500 Jackson Tower
Portland, Oregon

S & D Construction Company
4930 SE [illegible]
Portland, Oregon

M. K. McIver
G. L. Jackson
W. C. Williams
Forrest Cooper

CWH:jh

NOTED ON CARD
dc

RECEIVED
1961
FOR FILING

2

Note on card

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH H. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

S-441 (1)

5754

November 28, 1961

The Honorable Howell Appling, Jr.
Secretary of State
State Capitol Building
Salem, Oregon

Attention: Mr. George C. Stephens

Dear Mr. Appling:

Attached is a claim for filing in the amount of $221.37 received from Reinhardt, Coblens & Stoll, Attorneys, on behalf of Burns Bros., Inc., for labor and material furnished to S & D Construction Company and their sureties in connection with Contract Nos. 5536, 5590, 5703, and 5754.

The Home Indemnity Company furnished the performance bonds on Contract Nos. 5590, 5703, and 5754, and the United Pacific Insurance Company furnished the performance bond on Contract No. 5536.

Please acknowledge receipt of this claim on the enclosed copy of this letter.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

Enclosure

CWH:jh

File #3895

FILED
NOV 30 1961
HOWELL APPLING, JR.
SECRETARY OF STATE

NOTED ON CARD
ec

RECEIVED
NOV 30 1961
HOWELL APPLING, JR.
SECRETARY OF STATE

RECEIVED
DEC 5 1961
FOR FILING

[illegible]
5754

November 28, 1961

The Honorable Howell Appling, Jr.
Secretary of State
State Capitol Building
Salem, Oregon

Attention: Mr. George C. Stephens

Dear Mr. Appling:

Attached is a claim for filing in the amount of $221.37 received from Reinhardt, Coblens & Stoll, Attorneys, on behalf of Burns Bros., Inc., for labor and material furnished to S & D Construction Company and their sureties in connection with Contract Nos. 5536, 5590, 5703, and 5754.

The Home Indemnity Company furnished the performance bonds on Contract Nos. 5590, 5703, and 5754, and the United Pacific Insurance Company furnished the performance bond on Contract No. 5536.

Please acknowledge receipt of this claim on the enclosed copy of this letter.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

Enclosure

CWH:jh

NOTED ON CARD

RECEIVED
NOV 28 1961

FOR FILING

4-11 (1)

5754

November 28, 1961

Park and Shenk
Russ Building
San Francisco 4, California

Attention: Mr. E. C. Mower

Gentlemen:

A few days ago I made inquiry to the Bridge Division concerning the status of final payment on S & D Construction Company Contract No. 5754.

I was advised that the wage statements previously reported as missing are now on hand. I did, however, pick up an additional piece of information -- that there is a transaction involving a piece of right of way on this contract with an adjoining property owner which has not yet been settled. It is anticipated that this item will be worked out in the near future and that the final payment can be made.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM.

FQ:jmc

cc: Ivan Merchant

LAW OFFICES
OF
PARK AND SHENK

ARTHUR PARK
SAMUEL C. SHENK
JOSEPH L. FINK
STANLEY E. GUSTAVSON
PETER HUNT
GEORGE E. KELLY
E. C. MOWER

RUSS BUILDING
SAN FRANCISCO 4
YUKON 2-1000

CABLE ADDRESS
"PARKWORTH"

November 13, 1961

Mr. Floyd Query, Secretary
Oregon State Highway Commission
Salem, Oregon

Re: S. & D. Construction Company
Claim No. 592-1434
(Willamette Job - 3754)

Dear Mr. Query:

Enclosed for your information is a copy of our letter to Mr. Walden Stout, attorney for S. & D. Construction Company relative the wage statements.

Please advise if the statements are not forthcoming.

Since all that is holding up final payment is the receipt of wage statements, we cannot understand how it could possibly take three or four weeks to issue a warrant for final payment. Your explanation would be appreciated.

Very truly yours,

PARK AND SHENK

E. C. Mower

Enclosure

c. c.: D. J. Goode (2)
B. L. Young, Jr.

ECM:vg

RECEIVED
NOV 15 1961
OREGON
STATE HIGHWAY COMMISSION

LAW OFFICES
OF
PARK AND SHENK

ARTHUR PARK
SAMUEL C. SHENK
JOSEPH L. FINK
STANLEY E. GUSTAVSON
PETER HUNT
GEORGE E. KELLY
E. C. MOWER

RUSS BUILDING
SAN FRANCISCO 4
YUKON 2-1000
CABLE ADDRESS
"PARKWORTH"

November 13, 1961

Mr. Walden Stout
Davidson, Duffy and Stout
1525 Yeon Building
Portland 4, Oregon

Re: S. & D. Construction Company
Claim No. 592-1434
(Willamette Job)

Dear Mr. Stout:

Enclosed for the immediate attention of your client is a copy of a letter just received from Mr. Floyd Query of the Oregon State Highway Commission. Will you please have Mr. Sowles submit these reports at once.

Very truly yours,

PARK AND SHENK

E. C. Mower

Enclosure

c. c.: P. J. Goode (2)
B. L. Young, Jr.
Mr. Floyd Query

ECM:vg

RECEIVED
DEC 5 1961

FOR FILING
[illegible]

5754

November 27, 1961

Mr. Denver Young
Sheriff, Marion County
Courthouse
Salem, Oregon

Dear Sir:

Attached is our return Notice of Garnishment, Eugene S. Becker vs. Jack Sowles and Don DuBois, partners, dba S & D Construction Co.

Yours very truly,

Secretary
OREGON STATE HIGHWAY COMMISSION

Enc.

cc Mr. C. N. Nelson

CWH:fp

(Contracts 5536, 5703, 5754, and 5590)

Notice of Garnishment
& Execution attached
to # 5536

NOTED ON CARD
Lc

RECEIVED
NOV 21 1961
FOR FILING

S-441 (1)

5754

Salem, Oregon
November 20, 1961

Contract Nos. 5536, 5703, 5754, and 5590
S & D Construction Company

Mr. L. I. Lindas, Chief Counsel
Room 104
State Highway Building
Salem, Oregon

Dear Mr. Lindas:

Attached are a "Notice of Garnishment" and "Execution", Eugene S. Becker vs. Jack Sewles and Don Dubois, partners, dba S & D Construction Company, in the amount of $2,667.00 plus interest and costs.

The State owes money to S & D Construction Company on the following State Highway Contracts, Nos. 5536, 5703, 5754, and 5590.

Will you please make the necessary reply and advise us of the action so that we may inform the surety and our Auditor. These papers were served in this office at 9:25 a.m. today.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

By
C. W. Mead, Assistant Secretary

CWM:jh

RECEIVED
NOV 15 1961
FOR FILING

COMMISSIONERS
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

[illegible] (1)

5754

Acc, note & post to Card

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

November 13, 1961

Mr. N. P. Hughes
Internal Revenue Service
P.O. Box 3976
Portland 8, Oregon

Re: Levy of October 10, 1961, against
DuBois and Sowles, S & D Construction
Company, 4830 S.E. Reedway, Portland
6, Oregon

Dear Mr. Hughes:

On October 17, 1961, I wrote you informing you that we held money in the neighborhood of $24,000.00 for S & D Construction Company.

Upon checking with our Accounting Department it has been verified that no money was due and owing at the time of the levy and that no money is due and owing now.

The purpose of this letter is to, therefore, file a no money return as a response to your Notice of Levy for income tax payments.

Very truly yours,

L. I. LINDAS
Chief Counsel

By
LEO V. NUTTMAN
Staff Attorney

NOTED ON CARD
lc

LVN:ep
cc: Floyd Query

(Contracts involved:)
#5536
#5590
#5703
#5754

NOTED
FLOYD QUERY

NOTED
C. W. HEAD

RECEIVED
NOV 15 1961
FORM 2-80 DOM 3-61 84907
FOR FILING

5441 ([illegible])
5754

Acc; note & give to Cook

76

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
November 13, 1961

SUBJECT: Contract Numbers: 5536-5590-5703-5754

To: Mr. Floyd Query
Secretary

Office

The Notice of Levy filed by the Internal Revenue Department on October 10, 1961, has no affect upon the above-mentioned contracts. In Contract No. 5536 no money was due and owing to S & D Construction Company at the time and, therefore, the levy is ineffectual and we need pay no attention to it.

As to Contract Numbers 5590, 5703, 5754, please be informed that the assignments were prior in time and right over the Federal levy and, therefore, the levy may be ignored.

It is advisable that when future payments become due, under any of the above-mentioned contracts, that you contact this office. This is so because there may be further levies of execution or judgments in the future.

I have advised the Federal Government that there is no money due and owing.

Leo V. Nuttman
LEO V. NUTTMAN
Staff Attorney

LVN:ep
cc - C. H. Maison

NOTED ON CARD
dc

NOTED
FLOYD QUERY

NOTED
C. W. HEAD

RECEIVED
NOV 15 1961

FOR FILING

November 10, 1961

Park and Shenk
Law Offices
Russ Building
San Francisco 4, California

Attention: Mr. E. C. Mower

Dear Mr. Mower:

This is in reply to your letter of November 6 concerning funds which have been retained on S & D Construction Company contracts in which the Home Indemnity Company appears as surety. Also this letter will confirm telephone conversations between us yesterday and today.

Upon the advice of our Legal Counsel, Estimate No. 12 on Contract 5754 in the amount of $6,060 and Estimate 10 on Contract 5703 in the amount of $26,568 are being released today as outlined in the assignments filed in this office.

Concerning final payment on Contract 5754, Mr. Ivan Merchant, Bridge Engineer, states that computations have been completed on this contract, but further processing of the payment cannot be made until wage statements have been received from the contractor. The contractor has been reminded to submit these immediately. As soon as the proper wage statements are received, the warrant should be ready for mailing within 3 or 4 weeks.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM.

FO:jmc
cc: Home Indemnity Company
American Bank Building
Portland 4, Oregon

S & D Construction Co.
4930 S.E. Roadway
Portland 6, Oregon

C. H. Maison (2)
L. I. Lindas -- Attn. Leo Nuttman
Ivan Merchant

NOTED ON CARD
dc

LAW OFFICES
OF
PARK AND SHENK

ARTHUR PARK
SAMUEL C. SHENK
JOSEPH L. FINK
STANLEY E. GUSTAVSON
PETER HUNT
GEORGE E. KELLY
E. C. MOWER

RUSS BUILDING
SAN FRANCISCO 4
YUKON 2-1000

CABLE ADDRESS
"PARKWORTH"

November 6, 1961

Mr. Floyd Query, Secretary
Oregon State Highway Commission
Salem, Oregon

Re: S. & D. Construction Company

Dear Mr. Query:

Your letter of November 2, 1961 to the Home Indemnity Company has been referred to us for reply.

We are at a loss to understand the Notice of Levy filed with your office by the Internal Revenue Service. All state and federal taxes in connection with S. & D. jobs bonded by the Home Indemnity Company have been paid.

We are also disturbed that you have seen fit to hold up all contract payments as a result of a levy of $2,706.42. Such action is arbitrary and unreasonable.

We are further disturbed at the action of your legal department which has presumed to decide on its own a matter that can only be decided by a court of competent jurisdiction.

Since you are in possession of adequate retainages on all S. & D. jobs, we hereby make demand for the release of contract payments now due and owing.

Failure of the state to release these payments forthwith may jeopardize the completion of the Meacham contract as your arbitrary refusal to make payments may well be a breach of contract.

Your prompt attention to this matter is of the utmost importance. Please advise the state's decision by return air mail.

Very truly yours,

PARK AND SHENK

E C Mower
E. C. Mower

c. c.: P. J. Goode (2)
B. L. Young, Jr.

Copy to Legal Div 11-7 (Leo Nuttman)

ECM:vg

RECEIVED
NOV 8 1961
FOR FILING

S-441 (1)
5754

November 7, 1961

Sheriff, Union County
Union County Courthouse
La Grande, Oregon

Re: Eugene S. Becker vs. Jack Sowles, et al

Dear Sir:

Enclosed please find two copies of "Notice of Garnishment" and a "Levy of Execution". Upon advice of our Legal Division, these are being returned to you without a return made by the State Highway Department for the reason that ORS 23.190 states that process of attachment and garnishment proceedings must be made upon the accounting officer in Salem, Oregon, through the Sheriff of Marion County.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

jh
cc: Leo Muttman
A. F. Parson

NOTED ON CARD

Salem, Oregon
November 6, 1961

L. I. Lindas
Chief Counsel

Attached are a "Notice of Garnishment" in duplicate and an "Execution", Eugene S. Becker vs. Jack Sowles and Don Dubois, co-partners, dba S & D Construction Company, in the amount of $2,667 plus interest and costs.

The State owes S & D Construction Company money on the following State Highway Contracts: Nos. 5536, 5703, 5754, and 5590. Will you please make the necessary reply and advise us if this takes precedent over previous assignments.

These papers were handed to us this morning by Mr. Ed Pease, of our Construction Division.

Floyd Query, Secretary

Encls.
CWH:jmc

OTED ON CARD

FORM E-30 [illegible] 3-61 [illegible]

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

La Grande, Oregon
November 1, 1961

SUBJECT: Garnishment & execution
Eugene S. Becker
vs
Jack Sowles & Don DuBois
dba S & D Construction Co.

To:

Mr. Tom Edwards
Construction Engineer
Salem

#5536
#5703
#5754
#5590

There is attached subject garnishment in duplicate, and execution. These papers were left in our hands at 10:15 this date by the Sheriff of Union County and are being forwarded to you for such action as might be in order.

A. F. Parson
Division Engineer

By

C. D. Cannen
Office Engineer

CDC:dj
Encl.

REFERRED TO
Pease
[illegible]
Process.

CONSTRUCTION DIVISION
RECEIVED
NOV 6 1961
NOTED-- ☐ G ☐ ☐ ☐

RECEIVED
1961
FOR FILING

5754

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

November 6, 1961

Home Indemnity Company
American Bank Building
Portland 4, Oregon

Gentlemen:

We have received in this office today a "Notice of Garnishment" and an "Execution", Eugene S. Becker, Plaintiff, vs. Jack Sowles and Don DuBois, co-partners, dba S & D Construction Company, Defendant. These papers have been referred to our Chief Counsel for proper handling.

This information is provided as your company appears as surety on contracts 5703, 5590, and 5754.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

cc - Seth Leavens Agency
500 Jackson Tower
Portland, Oregon

S & D Construction Co.
4930 S.E. Reedway
Portland, Oregon

NOTED ON CARD
dc

RECEIVED

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

S-441 (1)

5754

November 2, 1961

Home Indemnity Company
American Bank Building
Portland 4, Oregon

Gentlemen:

Your company has furnished the performance bonds for S & D Construction Company on three contracts, No. 5703 for the Meacham Railroad Overcrossing in Umatilla County, No. 5754 for bridge overflow structures on the Peripheral Road in Lane County, and No. 5590 for the Evans Creek Railroad Overcrossing in Jackson County. Assignments to your company of contract payments have been previously executed.

On October 11 a Notice of Levy by the U.S. Government, Bureau of Internal Revenue, was filed in this office against S & D Construction Company in the amount of $2,726.42. This Levy was referred to our Legal Division for an opinion. We are now advised that the U.S. Levy will take precedent over the assignments on the three contracts mentioned above.

No disposition of funds has been made concerning the U.S. Levy as of this date. At the present time payments on all of the contracts are being held up in this office.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM.

FQ:jmc

cc: Seth Leavens Agency
500 Jackson Tower
Portland, Oregon

S & D Construction Co.
4930 S.E. Reedway
Portland 6, Oregon

FORM E-121-X 75M 1-60

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

NOTED
H. S. COX

NOTED
R. H. PRANGE

NOTED
Harold C. Ayers

October 10, 1961

10/10/6

[illegible] R.L. [illegible]
[illegible]
[illegible]
Also [illegible]

Lane County

Eugene, Oregon

Gentlemen:

On September 15, we received your warrant #35089 in the amount of $6,150.00 which covered, according to your remittance advice, deposits of $5,650.00 for surplus property invoice #201125 and $500.00 for inspection on Belt Line Road. Today we received your warrant #25685 in the amount of $56,600.00 and your remittance advice shows deposits of $6,500.00 for surplus property, invoice #208253; $3,000.00 for engineering on Red Cabin Bridge; $46,600.00 for Marcola-Drury Creek FAS; and $500.00 for inspection on Belt Line Road.

Since the required deposit for the inspection on Belt Line Road was $500.00 and we have received $1,000.00, we will refund $500.00 within the next few days.

NOTED
DON HARWELL

Yours very truly,

W. C. WILLIAMS
State Highway Engineer

By

J. G. Herr
Lodgers Supervisor

NOTED
JOHN D. GRAHAM

JGH:go

✓cc: H. S. Cox
County & City Relations
Office

cc: C. A. Gardner
Bridge Office Engineer
Office

RECEIVED
OCT 10 1961
ENGINEER
COUNTY & CITY RELATIONS

RECEIVED
OCT 3 1961
FOR FILING

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

5754

D Cook

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

October 2, 1961

Mr. C. C. Polk
Division Engineer
U. S. Bureau of Public Roads
477 Cottage N. E.
Salem, Oregon

Dear Sir:

Re: Belt Line Road Bridge
Contract No. 5754

S. & D. Construction Company completed work on the bridge on the Peripheral Road in Lane County, contract No. 5754 (FAP No. S-441(1) on September 27, 1961.

Ivan D. Merchant
Bridge Engineer

CAG/dl

NOTED
FLOYD QUERY

CC: Floyd Query
J. W. Nash
D. B. Parkes

P. S. Mr. Parkes and Mr. Query
Will you please secure authority from the Commission to pay the final estimate on this job.

NOTED ON CARD
dl

RECEIVED
SEP 28 1961

D Cook

5754

L. B. FOSTER COMPANY
(INCORPORATED)
RAILS · STEEL SHEET PILING · PIPE
TRACK ACCESSORIES · H-BEARING PILE · PIPE PILE
SUITE 501 · 5540 WILSHIRE BOULEVARD
LOS ANGELES 5, CALIF.
PHONE DUNKIRK 3-3186

September 26, 1961

Park & Shenk
Russ Building
San Francisco 4, California.

Att'n: Mr. E. C. Mower

RE: Claim No. 592-1434 N 33 57 80
S & D Conslruction Company - to -
Oregon State Highway Dept.
(Willamette Job)
Leases LA-513 & LA-523

Gentlemen:

We are interested in advice from you as to the status of subject claim.

On August 23, we mailed you photostatic copies of lease agreements entered into with the S & D Construction Co., per your request, and trust these documents have assisted you in processing our claim.

Your early reply will be appreciated.

Very truly yours
L. B. Foster Company
P E Shaw
P. E. Shaw.

PES/p

CC: State of Oregon
State Highway Department
Salem, Oregon. ATT'N: Mr. Floyd Query

RECEIVED
SEP 28 1961
OREGON
STATE HIGHWAY COMMISSION

NOTED ON CARD
dc

This is in connection with State Highway Contract # 5754. Amount of Claim is $8,308.15, (final figure)

NOTED
FLOYD QUERY

OFFICE OF
COUNTY HIGHWAY ADMINISTRATOR
LANE COUNTY, OREGON
1820 ROOSEVELT BLVD. — P. O. BOX 3156
EUGENE, OREGON
DI 5-1671

H. O. WALBERG
ADMINISTRATOR AND
COUNTY ENGINEER

O. H. NORBERG
PRINCIPAL ENGINEER

NOTED
H. S. COX

September 22, 1961

W. C. Williams
Oregon State Highway Engineer
Salem, Oregon

Re: County Road Project
1-113, Conc. Retaining
Wall Belt Line Road

Attention: Mr. Cox

Dear Mr. Williams:

Confirming our telephone conversation yesterday relative to the construction engineering cost deposit of $500.00, to cover inspection work by the Oregon State Bridge Department, on the concrete retaining wall. The above amount is being cleared through our accounting department. The amount was approved by the Board of Commissioners in their minutes of August 18, 1961.

Dep. received
See FAS 227
[illegible]
[illegible] Co
10/10/61

Yours truly,

H. O. Walberg

H. O. Walberg
Administrator

HOW/hw
cc: Board of Comm.
O. Norberg

RECEIVED
SEP 26 1961
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
SEP 26 1961
ENGINEER
COUNTY & CITY RELATIONS

RECEIVED
AUG 18 1961
FOR FILING

5754

D Cook

August 18, 1961

Home Indemnity Company
American Bank Building
Portland 4, Oregon

Gentlemen:

We have received notification from the Secretary of State, dated August 17, 1961, that the claim of L. B. Foster Company, Inc., Los Angeles, against S & D Construction Co. in the amount of $8,308.15 on our Contract No. 5754, has now been filed in his office, his File No. 3850.

A description of the claim was outlined in our letter to you of August 16.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

fp

NOTED ON CARD

FORM E-123-X 50M 1-61

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

August 16, 1961

Hon. Howell Appling, Jr.
Secretary of State
Salem, Oregon

Attention: Mr. Geo. C. Stephens

Dear Sir:

Attached for filing is a carbon copy of a claim letter to Park & Shenk, Attorneys, San Francisco, dated August 11, 1961, from L. B. Foster Company, Inc., Los Angeles, stating that S & D Construction Co. owe them $8,308.15 on the Willamette River Bridge Project.

This appears to be in connection with State Highway Contract No. 5754 with S & D Construction Co. for bridge overflow structures on the Willamette River Bridge Section of the Peripheral Road in Lane County.

Please acknowledge receipt of this claim letter on the enclosed copy of this letter.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

File # 3850

Enc.

RECEIVED
AUG 17 1961
HOWELL APPLING, JR.
SECRETARY OF STATE

RECEIVED
[illegible] 1961
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
AUG 18 1961
FOR FILING

[illegible]
5754

D Cook

August 16, 1961

L. B. Foster Company, Inc.
3540 Wilshire Blvd., Suite 501
Los Angeles 5, California

Attention: Mr. P. E. Shaw

Gentlemen:

This will acknowledge receipt of carbon copy of your claim letter to Park & Shenk, Attorneys, San Francisco, dated August 11, 1961, advising that S & D Construction Co. owe you $8,308.15 on the Willamette River Bridge Project. This appears to be in connection with State Highway Contract No. 5754 with S & D Construction Co. for bridge overflow structures on the Willamette River Bridge Section of the Peripheral Road in Lane County.

So that there will be no misinterpretation of the law, we are forwarding the copy of your claim letter to the Secretary of State for filing.

In the meantime, this information will be noted in our records and we will advise the surety and the contractor that it has been received.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

fp

NOTED ON CARD
dc

L. B. FOSTER COMPANY
INCORPORATED
SUITE 501 – 3540 WILSHIRE BOULEVARD
LOS ANGELES 5, CALIF.
PHONE: DUNKIRK 3-3156

COPY

August 11, 1961

#5754.

Park & Shenk, Atty.
Russ Building
San Francisco, 4, California.

Att'n: Mr. E. C. [illegible]

Subject: Leases LA-513 & LA-523 – S & D Constr. Co.
Willamette River Bridge Project

Gentlemen:

We present herewith our statement, with copies of invoices attached, in the amount of $[illegible],300.15, as our claim against subject project – S. & D. Construction Company, Contractor.

This project was bonded by Seth Leavens Agency – The Home Insurance Company, and in telephone conversation with Mr. Winston C. Leavens, we were instructed to mail our claim for indebtedness to you for payment.

Your early attention to settlement of this account will be greatly appreciated.

Very truly yours

L. B. Foster Company

P. E. Shaw.

CC: Oregon State Highway Commission
Att: Mr. Floyd Query

Mr. Winston C. Leavens
Portland, Oregon

S. & D. Construction Co.
Att: Mr. J. R. [illegible]
Portland, Oregon

NOTED
OYD QUERY

RECEIVED
AUG 14 1961
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
AUG 18 1961
FOR FILING

5734

August 16, 1961

Hon. Howell Appling, Jr.
Secretary of State
Salem, Oregon

Attention: Mr. Geo. C. Stephens

Dear Sir:

Attached for filing is a carbon copy of a claim letter to Park & Shenk, Attorneys, San Francisco, dated August 11, 1961, from L. B. Foster Company, Inc., Los Angeles, stating that S & D Construction Co. owe them $8,308.15 on the Willamette River Bridge Project.

This appears to be in connection with State Highway Contract No. 5734 with S & D Construction Co. for bridge overflow structures on the Willamette River Bridge Section of the Peripheral Road in Lane County.

Please acknowledge receipt of this claim letter on the enclosed copy of this letter.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

Enc.

fp

NOTED ON CARD
lc

9

RECEIVED
AUG 18 1961
FOR FILING

[illegible]

5754

August 16, 1961

Home Indemnity Company
American Bank Building
Portland 4, Oregon

Gentlemen:

We have received a carbon copy of a claim letter, dated August 11, 1961, addressed to Park & Shenk, Attorneys, San Francisco, from L. B. Foster Company, Inc., Los Angeles, stating that S & D Construction Co. owe them $8,308.15 on the Willamette River Bridge Project. This appears to be in connection with State Highway Contract No. 5754 with S & D Construction Co. for bridge overflow structures on the Willamette River Bridge Section of the Peripheral Road in Lane County.

The carbon copy of the claim letter has been forwarded to the Secretary of State for filing. Attached is a copy of it.

We provide this information as your company appears as surety on the performance bond furnished with this contract.

Yours very truly,

Secretary
OREGON STATE HIGHWAY COMMISSION

Enc.
CC:
Seth Leavens Agency
500 Jackson Tower
Portland, Oregon

Commissioners
Mr. W. C. Williams
Mr. Forrest Cooper

Park & Shenk, Attorneys
435 Russ Building
San Francisco 4, Calif.
Attn: Mr. E. C. Mower

NOTED ON CARD

S & D Construction Co.
4930 S. E. Reedway
Portland 6, Oregon
fp

FAS 860

August 14, 1961

NOTED
V. R. JONES

Mr. H. O. Walberg
County Road Administrator
1820 Roosevelt Blvd.
Eugene, Oregon

Dear Mr. Walberg:

Your request for inspection services on the Belt Line Road, Willamette Bridge-River Road Section, concrete retaining wall was turned over to the Bridge Department, resulting in an estimate of $500.00 for field construction inspection costs.

If the County will putthis amount up as an advance deposit, the inspection work can be performed.

Very truly yours,

W. C. Williams
State Highway Engineer

By

H. S. Cox
County and City Relations Engineer

HSC:djb
cc: Ivan Merchant

NOTED
JOHN D. GRAHAM

FORM E-90 90M 3-61 84307

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 11, 1961

SUBJECT: Belt Line Road
Willamette Bridge-
River Road Section
Retaining Wall

To: Mr. H. S. Cox
County & City Relations Engr.
OFFICE

Our estimate of cost for inspection of the construction only of the retaining wall is $500.00.

If the County will put this amount up as an advance deposit, we will be able to perform the inspection for them.

Ivan D. Merchant
Ivan D. Merchant
Bridge Engineer

CAG:nk

RECEIVED
1961
RELATIONS

8 Aug 61

Sy Cox
County & City Relations Engineer
Oregon State Highway Dept.
Salem, Oregon

Re: Belt Line Road
Willamette Br.-River Road Section
Concrete Retaining Wall

Dear Mr. Cox:
Att: John Graham

Bids will be opened on the retaining wall on Aug. 14th, that was designed by the State Bridge Department, which will allow for two way travel under the west end of the new Willamette River Bridge.

The Board of Commissioners will award this contract. However, we would desire to have the State Bridge Department inspect the job during construction.

The bridge inspector, on the Willamette River Bridge, will be there for at least 3 to 4 weeks, during completion of that structure in any case.

Our field engineer can place all the stakes for the structure.

Good gravel bar run will be placed under the wall structure.

If advance deposit for field inspection is required, please let us know.

Yours truly,

H.O. Walberg
Administrator

cc: Board of Commissioners
O. Norberg

July 13, 1961

Mr. Ivan D. Merchant
Bridge Engineer
State Highway Department
Salem, Oregon

Overflow Bridges #8704 & #8705

Dear Sir:

This is in regard to the acceptance of the two overflow bridges #8704 and #8705 that the State Built for Lane County in connection with the Willamette River Bridge on the Peripheral road.

The State representative of the bridge department here and the Contractor have asked for approval of these two bridges. The County and the public have been using them for several weeks since they were completed.

We have inspected the said bridges and they are well built and finished nicely. The Contractor built a fill across the easterly slough to work from while driving piling. This fill will have to be removed by the Contractor. This is recognized by both your bridge resident engineer and the contractor.

The purpose of this letter is to accept the said two bridges as completed with the understanding that the contractor will remove the fill. So the overflow bridges #8704 and #8705 are hereby accepted as completed. We appreciate the fine job done under your supervision.

Yours truly,

Mr. H. O. Walberg,
Administrator.

RECEIVED
JUL 14 1961
ENGINEER
COUNTY & CITY RELATIONS

FORM 123-X 75M 1-60

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

June 14, 1961

Lane County
P. O. Box 3156
Eugene, Oregon

Attention: Mr. Oscar Norberg
Principal Engineer

Gentlemen:

Re: Retaining Wall on Peripheral Road
at west end Willamette River Bridge

Enclosed I am returning one of the prints showing a plan of the proposed retaining wall at the west end of the Willamette River Bridge.

We have revised the alignment slightly as we did not believe the wall could be built in the location indicated. The proposed alignment is indicated in red on the print, and I wish you would study this, particularly in the light of the 52-foot radii shown outside of the bridge structures. This radii was chosen to meet the requirements for wall height under the existing approach span and to hold the right of way to that indicated on your print, however, if you feel that this 52-foot radius is too short for proper operation, please indicate the radius which you think should be used, and return the print to us at which time we will prepare the details for the wall.

Very truly yours,

Ivan D. Merchant
Bridge Engineer

IDM/mm
Enclosure

cc: Mr. C. G. Swenson

RECEIVED
JUN 1 1961
FOR FILING

5-441 (1)
5754

NOTED ON CARD
ac

May 29, 1961

Mr. E. C. Mower
Park & Shank
Attorneys at Law
435 Russ Building
San Francisco 4, California

Dear Sir:

Attached are copies of an assignment by S & D Construction Co. to Home Indemnity Co. on State Highway Contract No. 5594; also assignments from S & D Construction Co. to the First National Bank of Oregon, 6th & Morrison Branch, Portland, on State Highway Contracts 5703 and 5754. These assignments have been checked by our Chief Counsel and are acceptable as presented.

As outlined in the assignments, all monies due or to become due on S & D Construction Company contracts are to be paid as follows:

Contract No. 5590 - Assigned to the Home Indemnity Co.
American Bank Building
Portland 4, Oregon

Contract No. 5703 - Assigned to the First National Bank of Oregon
6th & Morrison Branch, Portland, Oregon.
For deposit in "S & D Construction Company - Meacham Job Trust Account".

Contract No. 5754 - Assigned to the First National Bank of Oregon
6th & Morrison Branch, Portland, Oregon.
For deposit in "S & D Construction Company - Willamette Job Trust Account".

We are asking Mr. C. H. Nelson, our Auditor, to forward future payments on these contracts as outlined above.

Assigned to
Contract #5590

The joint control agreement concerning the handling of funds for the three assignments has been declared acceptable by our Chief Counsel.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

By
C. W. Reed, Asst. Secretary

Copy of assignment
filed with Contractor Bond

Enc.

Mr. E. C. Ramsey
May 29, 1961
Page 2

CC:
Home Indemnity Co.
American Bank Building
Portland 4, Oregon

Seth Leavens Insurance
500 Jackson Tower
Portland, Oregon

First National Bank of Oregon
6th & Morrison Branch
Portland, Oregon

S & D Construction Co.
4930 S. E. Roadway
Portland, Oregon

Mr. C. M. Nelson
- Please handle as described above.

Copy of assignment sent to Nelson

CWH:fp

RECEIVED
JU JUN 13 1961

FOR FILING

[illegible] (1)

5754

May 25, 1961

Mautz, Souther, Spaulding, Kinsey & Williamson
Attorneys at Law
Board of Trade Building
Portland 4, Oregon

Gentlemen:

In compliance with your request of May 24 we are attaching a certified copy of the contract and bond covering the S & D Construction Company Contract 5754.

This contract covers bridge and overflow structures on the Willamette River Bridge Section in Lane County.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

Att:
CWH:rj

MAUTZ, SOUTHER, SPAULDING, KINSEY & WILLIAMSON
ATTORNEYS AT LAW
BOARD OF TRADE BUILDING
PORTLAND 4, OREGON

ROBERT T. MAUTZ
CALVIN N. SOUTHER
BRUCE SPAULDING
WILLIAM H. KINSEY
WAYNE A. WILLIAMSON
JOHN L. SCHWABE
RAYMOND P. UNDERWOOD
GORDON MOORE
KENNETH E. ROBERTS
FORREST W. SIMMONS
JAMES B. O'HANLON
DOUGLAS M. THOMPSON
JAMES R. MOORE
A. ALLAN FRANZKE
JAMES H. BRUCE
ROLAND F. BANKS, JR.
GINO G. PIERETTI, JR.
DOUGLAS J. WHITE, JR.
JOHN B. SOUTHER

TELEPHONE
CAPITOL 2-9981

May 24, 1961

NOTED
FLOYD QUERY

Oregon State Highway Commission
State Highway Building
Salem, Oregon

Attention: Mr. Floyd Query, Secretary

Re: S & D Construction Company ✓
State Contract No. 5754 ✓

Dear Mr. Query:

Enclosed please find an affidavit of Forrest Morse prepared in compliance with ORS 279.515, which is being submitted so that we may receive a certified copy of the contract and bond referred to. This request is being made pursuant to ORS 279.512. Please forward the contract and bond to the office of Mautz, Souther, Spaulding, Kinsey & Williamson, Board of Trade Building, Portland, Oregon.

Very truly yours,

Rockne Gill
Rockne Gill

RG:bh
Enclosure

Cle, please handle
JG

RECEIVED
MAY 25 1961
OREGON
STATE HIGHWAY COMMISSION

AFFIDAVIT

STATE OF OREGON,)
County of Linn.) SS.

I, FORREST MORSE, partner in the firm of F. W. Morse, J. D. Morse and W. F. Morse, dba Morse Bros., Lebanon, Oregon, depose and say: That we supplied certain materials consisting of prestressed concrete piling and slabs to the S & D Construction Company on a State Highway contract, No. 5754. That the said materials were furnished beginning on October 26, 1960, and ending on December 31, 1960. That the reasonable value and agreed price remaining unpaid for the furnishing of said materials is the sum of $18,842.40, which is due and payable.

Forrest Morse
Forrest Morse

Subscribed and sworn to before me this 22nd day of May, 1961.

R H Bellinger
Notary Public for Oregon
My commission expires: 4-21-63

RECEIVED
MAY 12 1961
FOR FILING
5-441(1)
5754

May 11, 1961

Home Indemnity Company
American Bank Building
Portland 4, Oregon

Gentlemen:

Attached is a copy of a claim in the amount of $14,697.00 which was filed with the Secretary of State on May 8, 1961, by Portland Wire & Iron Works, for fabricated steel and miscellaneous supplies furnished to S & D Construction Co. for bridge construction.

This claim does not give the contract or contracts for which these materials were furnished. Our records indicate that your firm appears as surety on the following S & D Construction Co. contracts:

Contract No. 5590 - For railroad overcrossing on the Evans Creek Section of the Pacific Highway in Jackson County.

Contract No. 5703 - Meacham railroad overcrossing on the Deadman's Pass-Meacham Section of the Old Oregon Trail Highway in Umatilla County.

Contract No. 5754 - Bridge-overflow structures on the Willamette River Bridge Section of the Peripheral Road (FAS 860) in Lane County.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

CC:
Seth Leavens Agency
900 Jackson Tower
Portland, Oregon

S & D Construction Co.
4930 S. E. Reedway
Portland 6, Oregon

Commissioners
W. C. Williams
Forrest Cooper

NOTED ON CARD
dc

FABRICATION AND ERECTION OF STEEL AND WIRE • T[illegible] PD 440 • BELMONT 4-8781

PORTLAND WIRE & IRON WORKS

4644 S. E. 17TH AVENUE • PORTLAND 2, OREGON

ESTABLISHED 1892

May 5, 1961

State of Oregon
Salem, Oregon

Notice is hereby given that the undersigned, Portland Wire and Iron Works, Portland, Oregon, has a claim for fabricated steel and miscellaneous supplies in the sum of $14,697.00 against the bond taken from S & D Construction Company, Portland, Oregon; bonded by Home Insurance Company and for the work of bridge construction.

C. A. Lomax

C. A. Lomax
Sec.-Treas.

CAL/rs

File # 3817

FILED
MAY 8 - 1961
HOWELL APPLING, JR.
SECRETARY OF STATE

RECEIVED
MAY - 8 1961
HOWELL APPLING, JR.
SECRETARY OF STATE

RECEIVED
MAY 5 1961
FOR FILING

p

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

5-441(1)
5754

May 4, 1961

Home Indemnity Company
American Bank Building
Portland 4, Oregon

Gentlemen:

We have received notification from the Secretary of State, dated **May 3, 1961,** that the claim of **L.B. Foster Co., Los Angeles, Calif.** in the amount of $ **1,089.26,** against **S & D Construction Co.** on our Contract No. **5754,** has now been filed in his office. The Secretary of State has assigned his File No. **3791** to this claim.

A description of the claim was outlined in our letter to you of **May 2.**

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

NOTED ON CARD

FORM E-123-X 50M 1-61

COMMISSIONERS
M. K. MCIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

May 2, 1961

Hon. Howell Appling, Jr.
Secretary of State
Salem, Oregon

Attention: Mr. Geo. C. Stephens

Dear Sir:

Attached is a copy of an amended claim for filing in the amount of $1,089.26, received from L. B. Foster Co., Los Angeles, Calif., for materials furnished on a rental basis to S & D Construction Co. This appears to be in connection with State Highway Contract No. 5754 with S & D Construction Co. for bridge overflow structures on the Willamette River Bridge Section of the Peripheral Road in Lane County.

Their original claim in the amount of $716.32 was given your File No. 3791, and was received in your office on February 27, 1961.

Please acknowledge receipt of the amended claim on the enclosed copy of this letter.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

Enc.

FILED
MAY 3 - 1961
HOWELL APPLING,
SECRETARY OF STA

RECEIVED
MAY 4 1961
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
MAY - 3 1961
HOWELL APPLING, JR.
SECRETARY OF STATE

RECEIVED
MAY 5 1961
FOR FILING

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

S-441(1)

5754

P

May 4, 1961

Home Indemnity Company
American Bank Building
Portland 4, Oregon

Gentlemen:

We have received notification from the Secretary of State, dated May 4, 1961, that the claim of Morse Bros., Lebanon, in the amount of $ 18,842.40 against S & D Construction Co. on our Contract No. 5754, has now been filed in his office. The Secretary of State has assigned his File No. 3814 to this claim.

A description of the claim was outlined in our letter to you of May 3.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

NOTED ON CARD
Lc

FORM E-123-X 90M 1-61

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

May 3, 1961

Hon. Howell Appling, Jr.
Secretary of State
Salem, Oregon

Dear Sir:

Attached is a claim for filing in the amount of $18,842.40 received from Mautz, Souther, Spaulding, Kinsey & Williamson, attorneys at law, on behalf of their client, Morse Bros., Lebanon, for prestressed concrete piling and slabs furnished to S & D Construction Co.

This appears to be in connection with State Highway Contract No. 5754 with S & D Construction Co. for bridge-overflow structures on the Willamette River Bridge Section of the Peripheral Road in Lane County.

Please acknowledge receipt of this claim on the enclosed copy of this letter.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

Enc.

File #3814

FILED
MAY 4 - 1961
HOWELL APPLING, JR.
SECRETARY OF STATE

RECEIVED
MAY - 4 1961
HOWELL APPLING, JR.
SECRETARY OF STATE

RECEIVED
MAY 4 1961
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
MAY 4 1961
FOR FILING

S-441(1)

5754

May 3, 1961

Home Indemnity Company
American Bank Building
Portland 4, Oregon

Gentlemen:

We have received a letter, dated April 28, 1961, from Mercer Steel Co., Inc., Portland, advising that S & D Construction Co. have paid them the amount due down to 10 percent of the retained percentage on State Highway Contract No. 5754.

They also informed us that they are withdrawing their Notice of Claim in the amount of $13,642.00 which was filed with the Secretary of State on March 22, 1961.

We provide this information as your company appears as surety on the performance bond furnished with this contract.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

CC:
Seth Leavens Agency
500 Jackson Tower
Portland, Oregon

S & D Construction Co.
4930 S. E. Reedway
Portland 6, Oregon

Commissioners
W. C. Williams
Forrest Cooper

CWH:fp

NOTED ON CARD
dc

RECEIVED
MAY 4 1961

FOR FILING

S-441(1)

5754

May 3, 1961

Home Indemnity Company
American Bank Building
Portland 4, Oregon

Gentlemen:

A letter, dated April 24, 1961, with claim attached has been received from Mautz, Souther, Spaulding, Kinsey & Williamson, Attorneys at Law, on behalf of their client, Morse Bros., Lebanon, advising that S & D Construction Co. owe them for prestressed concrete piling and slabs in the amount of $18,842.40.

This appears to be in connection with State Highway Contract No. 5754 with S & D Construction Co. for bridge-overflow structures on the Willamette River Bridge Section of the Peripheral Road in Lane County.

This claim has been forwarded to the Secretary of State for filing. Attached is a copy of it.

We provide this information as your company appears as surety on the performance bond furnished with this contract.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

Enc.
CC:
Seth Leavens Agency
500 Jackson Tower
Portland, Oregon

NOTED ON CARD

S & D Construction Co.
4930 S. E. Reedway
Portland 6, Oregon

Commissioners
W. C. Williams
Forrest Cooper

CWH:fp

RECEIVED
MAY 4 1961
FOR FILING

2-441(1)

5754

May 3, 1961

Mautz, Souther, Spaulding,
Kinsey & Williamson
Attorneys at Law
Board of Trade Building
Portland 4, Oregon

Attention: Mr. Rockne Gill

Gentlemen:

This is to acknowledge receipt of your letter of April 24 and attached claim of your client, Morse Bros., Lebanon, in the amount of $18,842.40 for prestressed concrete piling and slabs furnished to S & D Construction Co.

This appears to be in connection with State Highway Contract No. 5754 for bridge-overflow structures on the Willamette River Bridge Section of the Peripheral Road in Lane County.

So that there will be no misinterpretation of the law, we are forwarding this claim to the Secretary of State for filing. In the interim, this information will be noted in our records and we will advise the surety and the contractor that it has been received.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

CWH:fp

NOTED ON CARD
dc

MAUTZ, SOUTHER, SPAULDING, KINSEY & WILLIAMSON
ATTORNEYS AT LAW
BOARD OF TRADE BUILDING
PORTLAND 4, OREGON

ROBERT T. MAUTZ
CALVIN N. SOUTHER
BRUCE SPAULDING
WILLIAM H. KINSEY
WAYNE A. WILLIAMSON
JOHN L. SCHWABE
RAYMOND R. UNDERWOOD
GORDON MOORE
KENNETH E. ROBERTS
FORREST W. SIMMONS
JAMES B. O'HANLON
DOUGLAS M. THOMPSON
JAMES R. MOORE
A. ALLAN FRANZKE
JAMES H. BRUCE
ROLAND F. BANKS, JR.
GINO G. PIERETTI, JR.
DOUGLAS J. WHITE, JR.
JOHN B. SOUTHER

TELEPHONE
CAPITOL 2-9981

April 24, 1961.

Mr. Floyd Query, Secretary
Oregon State Highway Commission
State Highway Building
Salem, Oregon

Re: S & D Construction Co.
State Contract #5754

Dear Sir:

Enclosed please find a notice of claim prepared in accordance with ORS 279.528 being submitted by Morse Bros. of Lebanon Oregon.

Morse Bros. previously submitted a claim to you on this same matter on April 6, 1961. This claim is for the same matter. However, to make sure it complied with the statutory requirements I prepared a new claim and am submitting it at this time.

Very truly yours,

Rockne Gill
Rockne Gill

RG:bgu
Enclosure

TO: OREGON STATE HIGHWAY COMMISSION
State Highway Building
Salem, Oregon

NOTICE HEREBY IS GIVEN that the undersigned MORSE BROS. of Lebanon, Oregon, have a claim for Prestressed Concrete Piling and Slabs furnished by the said Morse Bros of Lebanon Oregon, in the sum of Eighteen Thousand Eight Hundred and Forty-two and 40/100 Dollars ($18,842.40) against the bond taken from the S & D Construction Co. and the Home Indemnity Company for the work of the S & D Construction Co. on State Contract #5754 for work on the Willamette River Bridge and two overflow bridges.

DATED this ____ day of April, 1961.

F. W. Morse
F. W. Morse

RECEIVED
MAY - 1 1961
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
MAY 4 1961
FOR FILING

8-441(1)

5754

May 3, 1961

Mercer Steel Co., Inc.
2636 N. W. 26th Ave.
Portland 10, Oregon

Attention: Mr. Neil A. Austin

Gentlemen:

Thank you for your letter of April 28 informing us that S & D Construction Co. have reduced their account with you down to the 10 percent retained percentage on State Highway Contract No. 5754.

This information will be noted in our records and we will advise the surety and the contractor that it has been received.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

CWH:fp

Noted on card
D.C.

MERCER
STEEL CO., INC.

Reinforcing Steel and Building Specialties
CApitol 6-2511
2636 N. W. 26th AVE
PORTLAND 10, OREGON

April 28, 1961

Oregon State Highway Commission
ATTENTION: Floyd Query, Secretary
State Highway Building
Salem, Oregon

Subject: State Highway Contract No. 5754

Gentlemen:

On March 16, 1961 we filed a claim with you against the payment bond given by S & D Construction Company on the subject job. For your information, we report to you that the payment deficiency we had experienced on this job has been remedied to the extent that the S & D Construction Company has paid the amount due us down to the 10% retained percentage on this job. Therefore, we withdraw our notice of March 16 at this time, reserving, however, the right to re-file a claim if payments are not subsequently made by the S & D Construction Company in accordance with the terms of our contract with them.

Sincerely,

Neil A. Austin

NEIL A. AUSTIN

NAA:ch

$13,642. File [illegible]
Rec. of State
dated 3-22-61

[illegible]

RECEIVED
MAY - 1 1961
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
MAY 4 1961
FOR FILING

8-441(1)

5754

May 3, 1961

Hon. Howell Appling, Jr.
Secretary of State
Salem, Oregon

Dear Sir:

Attached is a claim for filing in the amount of $18,842.40 received from Mautz, Souther, Spaulding, Kinsey & Williamson, attorneys at law, on behalf of their client, Morse Bros., Lebanon, for prestressed concrete piling and slabs furnished to S & D Construction Co.

This appears to be in connection with State Highway Contract No. 5754 with S & D Construction Co. for bridge-overflow structures on the Willamette River Bridge Section of the Peripheral Road in Lane County.

Please acknowledge receipt of this claim on the enclosed copy of this letter.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

Enc.

CWH:fp

NOTED ON CARD
dc

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RECEIVED
MAY 3 1961
FOR FILING

2-441 (1)

5754

May 2, 1961

Home Indemnity Company
American Bank Building
Portland 4, Oregon

Gentlemen:

An amended claim letter, dated April 27, 1961, has been received from L. B. Foster Co., Los Angeles, Calif., advising of a past due balance in the amount of $1,089.26 for materials furnished on a rental basis to S & D Construction Co. This appears to be in connection with State Highway Contract No. 5754 with S & D Construction Co. for bridge overflow structures on the Willamette River Bridge Section of the Peripheral Road in Lane County.

This amended claim letter has been forwarded to the Secretary of State for filing. Attached is a copy for your record.

The L. B. Foster Co.'s original claim in the amount of $716.32 was filed with the Secretary of State on Feb. 27, 1961, under his File No. 3791.

We provide this information as your company appears as surety on the performance bond furnished with this contract.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

Enc.
CC:
Seth Leavens Agency
500 Jackson Tower
Portland, Oregon

Commissioners
W. C. Williams
Forrest Copper

S & D Construction Co.
4930 S. E. Reedway
Portland 6, Oregon

CWH:fp

RECEIVED
MAY 3 1961
FOR FILING

S-441(1)

5754

May 2, 1961

Hon. Howell Appling, Jr.
Secretary of State
Salem, Oregon

Attention: Mr. Geo. C. Stephens

Dear Sir:

Attached is a copy of an amended claim for filing in the amount of $1,089.26, received from L. B. Foster Co., Los Angeles, Calif., for materials furnished on a rental basis to S & D Construction Co. This appears to be in connection with State Highway Contract No. 5754 with S & D Construction Co. for bridge overflow structures on the Willamette River Bridge Section of the Peripheral Road in Lane County.

Their original claim in the amount of $716.32 was given your File No. 3791, and was received in your office on February 27, 1961.

Please acknowledge receipt of the amended claim on the enclosed copy of this letter.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

Enc.

CWH:fp

NOTED ON CARD
dc

RECEIVED
MAY 3 1961
FOR FILING

2-441(1)

5754

May 2, 1961

L. B. Foster Company
3540 Wilshire Blvd.
Los Angeles 5, Calif.

Attention: Mr. P. E. Shaw

Gentlemen:

This is to acknowledge receipt of a copy of your letter of April 27 to S & D Construction Co., pertaining to your past due balance on leases in the amount of $1,089.26. Our records indicate this to be in connection with State Highway Contract No. 5754 with S & D Construction Co. for bridge overflow structures on the Willamette River Bridge Section of the Peripheral Road in Lane County.

This appears to be an amended claim to one which was filed with the Secretary of State on February 27, 1961, in the amount of $716.32, his File No. 3791.

We are forwarding your amended claim letter to the Secretary of State for filing. In the interim, this information will be noted in our records and we will advise the surety and the contractor regarding the receipt of your letter.

Our Bridge Division has informed us that the anticipated completion date on this project is July 1, 1961.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

CWH:fp

NOTED ON CARD

L. B. FOSTER COMPANY
INCORPORATED
SUITE 501 - 3540 WILSHIRE BOULEVARD
LOS ANGELES 5, CALIF.
PHONE: DUNKIRK 3-3156

MAY WE REQUEST THE APPROXIMATE COMPLETION DATE OF THIS PROJECT - "STATE HIGHWAY CONTRACT NO. 5754 - BRIDGE OVERFLOW STRUCTURES ON THE WILLAMETTE RIVER BRIDGE SECTION OF THE PERIPHERAL ROAD IN LANE COUNTY".

A SELF-ADDRESSED STAMPED ENVELOPE IS ATTACHED. THANKS.

COPY

APRIL 27, 1961

S & D CONSTRUCTION COMPANY
4930 S. E. REEDWAY
PORTLAND, OREGON

#5754

ATT'N: MR. J. R. SOWLES.

SUBJECT: LEASES LA-513 AND LA-523
MATERIAL -STEEL SHEET PILING

GENTLEMEN:

WE ARE AGAIN CONTACTING YOU WITH REFERENCE TO A PAST DUE BALANCE ON ABOVE LEASES AS FOLLOWS:

LEASE LA-513	6 MONTHS RENTALS @ 164.30 EA	985.80
LEASE LA-523	7 MONTHS RENTALS @ 14.78 EA	103.46
		$1089.26

LEASE AGREEMENTS, SIGNED BY YOU, STIPULATE ALL MONTHLY RENTALS DUE "UPON RECEIPT OF INVOICE". WE HAVE SENT YOU NUMEROUS STATEMENTS, AND HAVE MADE TELEPHONE CALLS TO YOU IN AN ENDEAVOR TO COLLECT BALANCES DUE. ALL, HAVE BEEN IGNORED BY YOU. WE ARE VERY CONCERNED, SINCE RENTALS DATE BACK TO OCTOBER, 1960, AND WE HAVE NOT HAD THE COURTESY OF AN EXPLANATION FROM YOU. OUR COMPTROLLING DEPARTMENT IN PITTSBURGH IS PRESSING US FOR COLLECTION OF THIS PAST DUE BALANCE, AND INTEND TO TAKE IT OUT OF OUR HANDS, TO BE PLACED IN THEIR LEGAL DEPARTMENT, IF WORD OR CHECK IS NOT RECEIVED FROM YOU. WE DISLIKE USING SUCH MEASURES AND AGAIN REQUEST YOU MAKE SOME EFFORT TO CLEAN UP THIS LONG PAST DUE BALANCE.

WE ARE SENDING A COPY OF THIS LETTER TO THE BONDING CO., ALSO TO THE STATE OF OREGON FOR THEIR ACTION IN PROTECTING [illegible] COOPERATE WITH US BY MAILING US YOUR [illegible]

STATE HIGHWAY COMMISSION
OREGON
MAY 1 - 1961
RECEIVED

VERY TRULY YOURS
L. B. FOSTER COMPANY

CC: STATE OF OREGON, HWY DEPT.
[illegible] LEASING AGENCY, HOME INDEMNITY CO.

RECEIVED
JUN 6 1961
FOR FILES

S-441 (1)
5754

I

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

RECEIVED
APR 27 1961
LEGAL DEPT.

Salem, Oregon
April 27, 1961

SUBJECT:

To: Mr. L. I. Lindas
Chief Counsel
Office

REFERRED 5-29-61
TO Hershberger
F Opinion
LEONARD I. LINDAS

Attached are copies of an Assignment by S & D Construction Co. to Home Indemnity Co. on Contract No. 5590.

Also attached are Assignments from S & D Construction Co. to the Sixth & Morrison Branch of the First National Bank of Oregon on Contracts 5703 and 5754. The assignment of funds due or to become due in connection with these two latter contracts is to be placed in a trust account.

Also attached is a copy of a Joint Control Agreement concerning the handling of funds for the three assignments. The Joint Control Agreement has been signed by the S & D Construction Co. and by the Home Indemnity Co.

The Assignments and the Joint Control Agreement were left in this office this morning by E. C. Mower, Park & Shenk, Attorneys at Law, 435 Russ Building, San Francisco 4.

Will you please let me know if the attached papers can be honored in the form in which they are presented?

R.133
K mschd?
Bd

OREGON STATE HIGHWAY COMMISSION

Floyd Query
Secretary

Enc.

Said assignments and joint Control Agreement are acceptable to the Department as presented
Hershberger
Staff Atty.

Returned from Legal - 5/29/61
11:20 a.m.
NOTED
C. W. HEAD

RECEIVED
APR 27 1961

FOR FILING
S-441(1)

5754

P

Salem, Oregon
April 27, 1961

Mr. L. I. Lindas
Chief Counsel
Office

Attached are copies of an Assignment by S & Construction Co. to Home Indemnity Co. on Contract No. 5590.

Also attached are Assignments from S & D Co struction Co. to the Sixth & Morrison Branch of the First National Bank of Oregon on Contracts 5703 and 5754. The assignment of funds due or to become due in connection with these two latter contracts is to be placed in a trust account.

Also attached is a copy of a Joint Control Agreement concerning the handling of funds for the three assignments. The Joint Control Agreement has been signed by the S & D Construction Co. and by the Home Indemnity Co.

The Assignments and the Joint Control Agreement were left in this office this morning by E. C. Mower, Park & Shenk, Attorneys at Law, 435 Russ Building, San Francisco 4.

Will you please let me know if the attached papers can be honored in the form in which they are presented?

OREGON STATE HIGHWAY COMMISSION

Secretary

Enc.
FG:fp

4/27 Copies of the assignment are in my desk
FG

RECEIVED
APR 25 1961
FOR FILING

F-441 (1)

5754

C
O
P
Y

Salem, Oregon
April 24, 1961

S & D Construction Company's
Projects

Mr. Ivan D. Merchant
Bridge Engineer

A Mr. Charles A. Kerr, representing the Home Indemnity Company, which is bondsman for S & D Construction Company on Contracts Nos. 5590, 5703, and 5754, being Evans Creek Overcrossing; Willamette River Bridge Peripheral Road, Lane County; and Meacham Overcrossing; advises that the Bonding Company is taking over these contracts and that it will satisfy outstanding claims against the contracts and will take steps to prosecute the work to completion.

G. S. Paxson
Assistant State Highway Engineer

GSP:me

cc Forrest Cooper
Leonard Lindas
Tom Edwards
Floyd Query

W. C. Williams

RECEIVED
APR 21 1961

FOR FILING

COMMISSIONERS
[illegible], CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
[illegible]

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

S-441(1)

5754

April 19, 1961

NOTED
W. C. WILLIAMS

Home Indemnity Co.
American Bank Building
Portland 4, Oregon

Re: Highway Contracts
#5590, 5703, & 5754
S & D Construction Co.

Gentlemen:

As surety for the performance of the above contracts, we feel that the following information, pertaining to the performance of said contracts by the S & D Construction Company, together with information concerning the numbers and amounts of claims presented to this Department against the contractor, should be brought to your attention for such action as you deem proper:

Contract #5590 was awarded on January 28, 1960, in the amount of $496,402.40, for the construction of the Evans Creek Southern Pacific Railroad Overcrossing on the Pacific Highway in Jackson County, Oregon. The contractor's last estimate, which was for payment of work done to November 11, 1960, showed the job 94% complete with 160 of 180 alloted workdays expended. As of March 24, 1961, the contractor has been charged with 213 workdays, or 33 days over the specified amount. Our last construction report on the contract made on March 31, 1961, shows that the job was 98% complete with a 33 day overrun in time and an estimated completion date of April 30, 1961. At the present time, eleven claims have been filed with this Department, in the total amount of $133,123.44.

Contract #5754 was awarded to the S & D Construction Company on July 14, 1960, in the amount of $424,000.00, for the construction of the Willamette

River Bridge and two Willamette River Overflow Structures in Lane County. In this case the contractor was paid for work done to February 10, 1961, which shows the job 50% complete with 117 of 220 alloted workdays expended. Work on this project apparently is progressing in an orderly manner at the present time with the estimated date of completion about July 31st, which should be within the specified workday count. However, there have been six claims filed against the contractor on this job, totalling $34,254.53.

Contract #5703 was awarded on May 10, 1960, in the amount of $289,852, for the construction of Twin Overcrossings of the Union Pacific Railroad Company's tracks at Meacham on the Old Oregon Trail Highway in Umatilla County, Oregon.

As of March 31, 1961, the contractor had been charged with 117 workdays out of an alloted 160. Our last construction report on the contract shows the job 37% complete with 117 of the 160 alloted workdays expended and an estimated completion date of May 1, 1961. This Department has received three claims against the contractor on this contract, totalling $87,282.00.

The S & D Construction Company also has another contract with this Department, but the surety in this case is not your organization and, consequently, I assume you will not have any particular interest in this other contract.

We call this matter to your attention for such use as you wish to make of it. We are particularly anxious that these contracts proceed as expeditiously as possible and that they are completed within the alloted workdays. We wish to do everything we can to assist the contractor in bringing about the early completion of the contracts that are lagging and, should you have any suggestions concerning this, we would be glad to hear from you.

Very truly yours,

L. I. LINDAS
Chief Counsel

LIL:bp
cc: Seth Leavens, Agent
S & D Construction Co.
W. C. Williams
G. S. Paxson - C. H. Maison - Ivan Merchant

RECEIVED
APR 20 1961
OFFICE OF
STATE HIGHWAY ENGINEER

Contract 5754
T

RECEIVED
APR 18 1961
FOR FILING

8-441(1)
5754

Salem, Oregon
April 17, 1961

L. I. Lindas
Chief Counsel

S & D Construction Company
Outstanding Claims as of
April 17, 1961

As requested, attached is a list of claims filed against the subject contractor on the following State Highway Contracts:

Date	Claimant	Claim For	Amount of Claim
CONTRACT 5536			
3-20-61	Portland Wire & Iron Works	materials	$ 1,705.06
3-23-61	Willamette Tug & Barge Co.	work subcontracted	7,593.00
CONTRACT 5590			
12-7-60	J. W. Copeland Yards	materials	$32,298.00
12-19-60	Farwest Steel Co. (filed by Harris, Butler, Husk & Gleaves, attorneys)	labor-materials	49,310.86
1-25-61	Cal-Ore Machinery Co.	repair parts furnished for winch	165.49
3-9-61	Redimix Concrete Co.	material, tools, equipment rental, storage	8,000.00+
3-16-61	Mercer Steel Co., Inc.	steel-labor	13,642.00
3-20-61	Rogue Automotive & Equipment Service	services-material	224.38
3-20-61	Portland Wire & Iron Works	materials	920.65
3-23-61	Willamette Tug & Barge Co.	work subcontracted, unpaid balance	3,345.03
3-26-61	Laffing Gas Service	gasoline	22.05
No date shown	Rogue River Sign Co.	demolished sign	50.00
Following claim just received:			
4-11-61	J. W. Copeland Yards	lumber & materials	26,144.98
CONTRACT 5703			
1-18-61	Empire Bldg. Material Co.	concrete beams	$80,400.00
3-21-61	Portland Wire & Steel Warehouse	materials	4,998.00
3-20-61	Portland Wire & Iron Works	materials	1,884.00

Date	Claimant	Claim For	Amount of Claim
CONTRACT 5754			
2-8-61	L. B. Foster Co.	material leased	$ 716.32
3-16-61	R & M Hardware	merchandise	94.21
3-16-61	Mercer Steel Co., Inc.	steel-labor	13,642.00
3-20-61	Portland Wire & Iron Works	materials	714.60
4-4-61	L. D. McFarland Co.	piling	245.00
4-6-61	Morse Bros., Harrisburg	balance due for piling slabs	16,842.40

I thought you would be interested to know that a Mr. Mower, attorney representing the Home Indemnity Co., San Francisco, telephoned Cecil Head on April 14 from Portland and advised him that they will be sending to us (or bring in person) in a few days assignments on S & D Construction Co. Contracts 5754, 5703 and 5536 for future payments to be mailed direct to a trustee account in Portland. They said they won't include Contract 5590 because it is almost completed.

Also attached is a list showing the description of each contract together with the surety.

Floyd Query, Secretary

jmc

cc: Cecil Head

S & D CONSTRUCTION COMPANY
4930 SE Reedway
Portland 6, Oregon

#5536 for construction of the Grande Ronde River Bridge on the Glover-Perry Section of the Old Oregon Trail in Union County.
Bond: $422,095.00
Surety: United Pacific Insurance Company
Seth Leavens Agency
500 Jackson Tower
Portland, Oregon
Awarded: September 24, 1959

#5590 for RR Overcrossing on the Evans Creek Section of Pacific Highway in Jackson County.
Bond: $496.402.40
Surety: Home Indemnity Company
Seth Leavens Ins. Agency
500 Jackson Tower
Portland, Oregon
Awarded: January 28, 1960

#5703 for the Meacham RR Overcrossing on the Deadman's Pass-Meacham Section of the Old Oregon Trail in Umatilla County.
Bond: $289,852.00
Surety: Home Indemnity Company
Seth Leavens Agency
500 Jackson Tower
Portland, Oregon
Awarded: May 10, 1960

#5754 for Bridge-overflow structures on the Willamette River Bridge of the Peripheral Road (FAS 860) in Lane County.
Bond: $424,000.00
Surety: Home Indemnity Company
Seth Leavens Agency
500 Jackson Tower
Portland, Oregon
Awarded: July 14, 1960

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APR 14 1961
FOR FILING
S-441(1)

5754

Salem, Oregon
April 13, 1961

Files

This morning a Mr. Chas. Kerr, Portland, and a Mr. Miles Thomas, San Francisco, representing the Home Indemnity Company, were in the office concerning the four contracts which S & D Construction Co. have with the State Highway Department.

I gave these gentlemen a listing of all claims that we have received to date on S & D Construction Co. Contracts Nos. 5536, 5590, 5703 and 5754.

I believe Mr. Kerr and Mr. Thomas talked to Mr. Wilbur Garrett in the Bridge Division concerning these bridge contracts.

C. W. Head

CWH:fp

RECEIVED
APR 11 1961
FOR FILING

8-441(1)

5754

April 10, 1961

Morse Bros.
P. O. Box 117
Harrisburg, Oregon

Attention: Mr. J. McClary

Gentlemen:

This is to acknowledge your letter of April 6 stating that S & D Construction Co. owes you $18,842.40 for prestressed concrete piling and slabs furnished on State Highway Contract #5754. Our records indicate this to be our contract with S & D Construction Co. for bridge overflow structures on the Willamette River Bridge Section of the Peripheral Road (FAS 860) in Lane County.

This project was approximately 50 percent complete as of April 1. The Home Indemnity Company, through Seth Leavens Agency, 500 Jackson Tower, Portland, furnished the performance bond which is given to assure completion of the contract and payment of all bills incurred in it.

The State does not make payment of claims but looks to the prime contractor and the surety for such payment.

If you wish to protect your claim under the bond, it should be filed with the Secretary of State within six months after the contract has been accepted by the State Highway Commission. Attached are excerpts from the Oregon Laws outlining the filing procedure.

In the meantime, this information will be noted in our records and we will advise the surety and the contractor that it has been received.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

Enc.

CWH:fp

NOTED ON CARD
de

Morse Bros.

TWO LOCATIONS

HARRISBURG
OREGON
P. O. Box 117
Phone WY ~~5-6755~~ 5-2336

LEBANON
OREGON
P. O. Box 266
Phone AL 8-3111

Harrisburg
April 6 1961

Oregon State Highway Comm.
Mr. Floyd Query, Secretary
State Highway Bldg.
Salem, Oregon

Re: S. & D. Construction Co.
State Contract # 5754

Dear Sir:

We wish to advise that we have a balance due us from S & D Construction Co. on the above numbered contract for Prestressed Concrete Piling and Slabs furnished as follows:

Balance Due - $ 13,342.40

Very truly yours,

Morse Bros.

by: J. McClary

J. Mc Clary

Cox,
please reply

RECEIVED
APR 10 1961
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
APR 11 1961
FOR FILING
S-441(1)

5754

April 10, 1961

Home Indemnity Company
American Bank Building
Portland 4, Oregon

Gentlemen:

A letter dated April 6, 1961, has been received from Morse Bros., Harrisburg, advising that S & D Construction Co. owes them $18,842.40 for prestressed concrete piling and slabs furnished on State Highway Contract No. 5754.

This appears to be in connection with our contract with S & D Construction Co. for bridge overflow structures on the Willamette River Bridge section of the Peripheral Road (FAS 860) in Lane County.

We provide this information as your company appears as surety on the performance bond furnished with this contract.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

CC:
Seth Leavens Agency
500 Jackson Tower
Portland, Oregon

S & D Construction Co.
4930 S. E. Reedway
Portland 6, Oregon

Commission
W. C. Williams
Forrest Cooper

NOTED ON CARD

CWH:fp

RECEIVED
APR 7 1961
FOR FILING
S-441(1)
5754

April 6, 1961

Home Indemnity Company
American Bank Building
Portland 4, Oregon

Gentlemen:

A letter dated April 4, 1961, has been received from L. B. McFarland Co., Box 3055, Eugene, advising that S & D Construction Co. owes them $245.00 for Douglas fir piling which was used in the construction of the Santa Clara Bridge across the Willamette River, just north of Eugene.

This appears to be in connection with State Highway Contract No. 5754 with S & D Construction Co. for overflow structures on the Willamette River Bridge Section of the Peripheral Road (FAS 860) in Lane County.

We provide this information as your company appears as surety on the performance bond furnished with this contract.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

CC:
Seth Leavens Agency
500 Jackson Tower
Portland, Oregon

S & D Construction Co.
4930 S. E. Reedway
Portland 6, Oregon

Commission
W. C. Williams
Forrest Cooper

NOTED ON CARD

CWH:fp

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RECEIVED
APR 7 1961

FOR FILING
S-441(1)

5754

April 6, 1961

Home Indemnity Company
American Bank Building
Portland 4, Oregon

Gentlemen:

A letter dated April 4, 1961, has been received from L. B. McFarland Co., Box 3055, Eugene, advising that S & D Construction Co. owes them $245.00 for Douglas fir piling which was used in the construction of the Santa Clara Bridge across the Willamette River, just north of Eugene.

This appears to be in connection with State Highway Contract No. 5754 with S & D Construction Co. for overflow structures on the Willamette River Bridge Section of the Peripheral Road (FAS 860) in Lane County.

We provide this information as your company appears as surety on the performance bond furnished with this contract.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

CC:
Seth Leavens Agency
500 Jackson Tower
Portland, Oregon

NOTED ON CARD

S & D Construction Co.
4930 S. E. Reedway
Portland 6, Oregon

Commission
W. C. Williams
Forrest Cooper

CWH:fp

RECEIVED
APR 7 1961
FOR FILING
S-441 (1)
5754

April 6, 1961

L. D. McFarland Company
P. O. Box 3055
Eugene, Oregon

Attention: Mr. C. E. Kemmerer
Manager

Gentlemen:

This is to acknowledge your letter of April 4 stating that S & D Construction Co. owes you $245.00 for Douglas fir piling furnished to them on the Santa Clara Bridge across the Willamette River, just north of Eugene. This appears to be in connection with State Highway Contract No. 5754 with S & D Construction Co. for overflow structures on the Willamette River Bridge Section of the Peripheral Road (FAS 860) in Lane County.

This project was approximately 50 percent complete as of March 27, 1961. The Home Indemnity Company, through Seth Leavens Agency, 500 Jackson Tower, Portland, furnished the performance bond, which is given to assure completion of the contract and payment of all bills incurred in it.

The State does not make payment of claims but looks to the prime contractor and the surety for such payment.

If you wish to protect your claim under the bond it should be filed with the Secretary of State within six months after the contract has been accepted by the State Highway Commission. Attached are excerpts from the Oregon laws outlining the filing procedure.

In the meantime, this information will be noted in our records and we will advise the surety and the contractor that it has been received.

Very truly yours,

NOTED ON CARD
dc

Secretary
OREGON STATE HIGHWAY COMMISSION

Enc.
CWH:fp

L. D. McFARLAND COMPANY

PRESERVERS-SHIPPERS

SERVICE BRAND
WESTERN CEDAR POLES
LODGEPOLE - LARCH - DOUGLAS FIR

GENERAL OFFICES
SANDPOINT, IDAHO

SALES OFFICES
MINNEAPOLIS, MINN.
DENVER, COLO.
EUGENE, OREGON

PLANTS AND YARDS
SANDPOINT, IDAHO
EUGENE, OREGON

BOX 3055
EUGENE, OREGON

April 4, 1961

State Highway Department
Salem
Oregon

Gentlemen:

On October 6, 1960, we issued an invoice to S. & D. Construction Co., 4930 S. E. Reedway, Portland, Oregon, covering Douglas Fir Piling used in the construction of the Santa Clara Bridge across the Willamette River just North of Eugene, Oregon. The amount of this invoice was $245.00.

We have written the S. & D. Construction Co. twice regarding this account which has been over-due since November 6, 1960. As we have received no response to letters which we have written calling this indebtedness to the attention of the S. &. D. Construction Co., we feel that if it is bonded on this particular job, we should lay our claim before the bonding company, therefore, would appreciate your informing us as to further steps to be taken to protect our interest.

Very truly yours,

L. D. McFARLAND COMPANY

C E Kemmerer

C. E. Kemmerer, Manager

wdd
cc: Spt
S. & D. Construction Co.

#5754

Approx-50% complete as of 3-27-61

RECEIVED
APR 6 1961
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
APR 5 1961
FOR FILING

S-441 (1)
5754

OFFICES IN
SAN FRANCISCO
LOS ANGELES
SEATTLE
PORTLAND
NEW YORK
CHICAGO
HONOLULU

JOHN F. FORBES & COMPANY
CERTIFIED PUBLIC ACCOUNTANTS

CABLE ADDRESS
"CERPUBANT"
FAILING BUILDING
PORTLAND 4

Files

April 1, 1961

State Highway Commission
State Highway Building
Salem, Oregon

COPY

Dear Sir:

Our firm has been engaged to audit the records of S & D Construction Company. In order to complete this work it is necessary that we verify certain accounts reflected on the company's records.

We shall appreciate your reviewing the following schedule and if the amounts are correct, sign and date the statement at the bottom of this letter and return the signed copy direct to our office, John F. Forbes & Company, 315 Failing Building, Portland 4, Oregon. If the statement is incorrect will you so indicate any discrepancy.

	Contract No.	Amount of Contract	Total Payments To Date	Retainage
Evans Creek Job	5590	$496,402.40	$448,781.92	$24,820.12 ✓
Willamette River Job	5754	424,000.00	188,095.50	20,899.50 ✓
Grande Ronde River Job	5536	422,095.00	269,690.75	21,104.75 ✓
Meacham Railroad Job	5703	289,852.00	118,495.80	13,166.20 ✓

A duplicate copy of this letter is enclosed for your files and a stamped addressed envelope is enclosed for your convenience in replying. A prompt response will be appreciated.

Yours very truly,
John F. Forbes & Company
JOHN F. FORBES & COMPANY

The above statement is correct as at 5 April, 1961.

Comments:

Signature

NOTED
C. W. HEAD

Title or position

Returned Original copy, 4-5-61
CWH.

RECEIVED
MAR 31 1961
FOR FILING

8-441(1)

5754

March 28, 1961

Portland Wire & Iron Works
4644 S. E. 17th Avenue
Portland 2, Oregon

Attention: Mr. C. A. Lomax
Secretary-Treasurer

Gentlemen:

Reference is made to our letter to you of March 24 concerning your claims in the amount of $5,905.31 filed against S & D Construction Co.

In our letter to you we failed to mention that the State does not make payment of claims but looks to the prime contractor and the surety for such payment. We make no effort to determine the validity of a claim and contract payments are not withheld by us unless requested by the surety or by our own department.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

CWH:fp

(This is in regard to Contracts 5754, 5703, 5536 & 5590)

NOTED ON CARD

March 24, 1961

Portland Wire & Iron Works
4644 S.E. 17th Avenue
Portland 2, Oregon

Attention: Mr. C. A. Lomax
Secretary-Treasurer

Gentlemen:

The Secretary of State has forwarded to us a copy of your claim in the amount of $5,905.31 for materials furnished by your company to S & D Construction Company involving several State Highway construction projects.

From the descriptions in your claim of these various projects all appear to be in connection with State Highway contracts except for the claim in the amount of $681 involving the Rogue River and Paul Rynning Bridge. Our Bridge Division informs us that this is a Jackson County Project. We might suggest that you contact Jackson County concerning that claim.

Very truly yours,

OREGON STATE HIGHWAY COMM.

Secretary

CWH:jmc

cc: Hon. Howell Appling, Jr.
Secretary of State
Capitol Building
Salem, Oregon

Attn: Mr. George C. Stephens
Public Records Section

NOTED ON CARD

STATE OF OREGON
DEPARTMENT OF STATE
SALEM, OREGON

HOWELL APPLING, JR.
SECRETARY OF STATE

March 22, 1961

Mr. Floyd Query, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We have received from Portland Wire & Iron Works, 4644 S. E. 17th Avenue, Portland 2, Oregon and filed as of this date, a notice of claim by same for fabricated steel and miscellaneous supplies in the sum of $5,905.31 against the bond taken from S&D Construction Company, Portland, Oregon; bonded by Home Insurance Company and United Pacific Insurance Company for the work of bridge construction.

We are enclosing three copies of the claim for your information and files.

Kindly acknowledge receipt of the copies on the enclosed carbon copy.

Sincerely,

HOWELL APPLING, JR.
Secretary of State
By Geo Stephens
Public Records Section

GS:FK
Enc.

Cc
[illegible]

RECEIVED
MAR 23 1961
OREGON
STATE HIGHWAY COMMISSION

FABRICATION AND EREC N OF STEEL AND WIRE • TW D 440 • BELMONT 4-9781

PORTLAND WIRE & IRON WORKS

4844 S. E. 17TH AVENUE • PORTLAND 2, OREGON

ESTABLISHED 1892

March 21, 1961

State of Oregon
Salem, Oregon

Notice is hereby given that the undersigned Portland Wire and Iron Works, Portland, Oregon, has a claim for fabricated steel and miscellaneous supplies in the sum of $5,905.31 against the bond taken from S&D Construction Company, Portland, Oregon; bonded by Home Insurance Company and United Pacific Insurance Company for the work of bridge construction.

C. A. Lomax

C. A. Lomax
Sec.-Treas.

File #3804

FILED
MAR 22 1961
HOWELL APPLING, JR.
SECRETARY OF STATE

RECEIVED
MAR 22 1961
HOWELL APPLING, JR.
SECRETARY OF STATE

"FABRICATION AND ERECTION OF STEEL AND WIRE • TW[illegible] 440 • BELMONT 4-9791

PORTLAND WIRE & IRON WORKS

4644 S. E. 17TH AVENUE • PORTLAND 2, OREGON

ESTABLISHED 1892

March 20, 1961

Secretary of State
State of Oregon
Salem, Oregon

Re: S & D Construction Co.
Portland, Oregon

Gentlemen:

We are enclosing herewith, a signed statement that our firm has not been paid for materials furnished to S & D Construction Company, Portland, Oregon, for use on:

Jackson Co.	Rogue River & Paul Rynning Bridge	$ 681.00	Jackson County
	Willamette River Bridge and Overflow Structures- Bridge #8638, Lane County	714.60	#5754 ✓
	Deadman's Pass-Meacham Section Overcrossing of U.P. Railroad Bridge #8498, Umatilla County	1,884.00	#5703 ✓
	Grande Ronde River Bridge & Glover-Perry Section Old Oregon Trail, west of LaGrande-Bridge #8425	1,705.06	#5536 ✓
	Evans Creek Bridge, Rogue River-Bridge #8375	920.65	#5590 ✓
	Total	$5,905.31	

We are serving this notice in accordance with Chapter 44, entitled "Public Contracts and Employment Thereunder, ARTICLE 1, CONTRACTS BONDS; BIDS AND BIDDING".

Most of these jobs as indicated above, date back into last summer and fall and we have been in contact with the above firm on numerous occasions but to date have been unsuccessful in securing our money. We are sending copies of this letter to the bonding companies involved so that we may be protected in any event should this contractor fail to meet his obligations.

We trust that the proper State Department will protect our interests prior to the relinquishment of any retainages which may be held by the State on these various jobs.

Fil #3804

FILED
MAR 22 1961
HOWELL APPLING, JR.
SECRETARY OF STATE

Yours very truly,

PORTLAND WIRE & IRON WORKS

Ivan Horne

Ivan Horne
Credit Manager

RECEIVED
MAR 22 1961
H[illegible] APPLING, JR.
S[illegible]TARY OF STATE

IH/rm
cc: S&D Construction, Home Insurance Co.
United Pacific Insurance Co.

RECEIVED
MAR 27 1961
FOR FILING

S-441(1)

5734

March 24, 1961

Home Indemnity Company
American Bank Building
Portland 4, Oregon

Gentlemen:

Attached is a copy of a claim in the amount of $5,905.11 which has been filed with the Secretary of State by Portland Wire & Iron Works for materials furnished to S & D Construction Company on various State Highway projects.

Claims against State Highway Contracts on which your company appeared as surety on the performance bonds furnished with the contracts are as follows:

$ 714.60 --	Contract No. 5734, bridge-overflow structures on Willamette River Bridge Section of Peripheral Road, Lane County.
$1,884.00 --	Contract No. 5703, Meacham Railroad Overcrossing on Deadman's Pass-Meacham Section of Old Oregon Trail Highway, Umatilla County.
$ 920.65 --	Contract No. 5590, Construction of Railroad Overcrossing on Evans Creek Section of Pacific Highway, Jackson County.

Very truly yours,

OREGON STATE HIGHWAY COMM.

Secretary

CWH:jmc

cc: Seth Leavens Insurance Agency, 900 Jackson Tower, Portland
S & D Construction Co., 4930 S.E. Reedway, Portland 6

Chairman M. K. McIver

W. C. Williams
Forrest Cooper

Commissioner G. L. Jackson

NOTED ON CARD

STATE OF OREGON
DEPARTMENT OF STATE
SALEM, OREGON

HOWELL APPLING, JR.
SECRETARY OF STATE

March 22, 1961

Mr. Floyd Query, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We have received from Portland Wire & Iron Works, 4644 S. E. 17th Avenue, Portland 2, Oregon and filed as of this date, a notice of claim by same for fabricated steel and miscellaneous supplies in the sum of $5,905.31 against the bond taken from S&D Construction Company, Portland, Oregon; bonded by Home Insurance Company and United Pacific Insurance Company for the work of bridge construction.

We are enclosing three copies of the claim for your information and files.

Kindly acknowledge receipt of the copies on the enclosed carbon copy.

Sincerely,

HOWELL APPLING, JR.
Secretary of State
By Geo Stephens
Public Records Section

GS:FK
Enc.

[illegible]
please reply
[illegible]

RECEIVED
MAR 23 1961
OREGON
STATE HIGHWAY COMMISSION

FABRICATION AND ERECTION OF STEEL AND WIRE • TW D 440 • BELMONT 4-9781

PORTLAND WIRE & IRON WORKS

4644 S. E. 17TH AVENUE • PORTLAND 2, OREGON

ESTABLISHED 1892

March 21, 1961

State of Oregon
Salem, Oregon

Notice is hereby given that the undersigned Portland Wire and Iron Works, Portland, Oregon, has a claim for fabricated steel and miscellaneous supplies in the sum of $5,905.31 against the bond taken from S&D Construction Company, Portland, Oregon; bonded by Home Insurance Company and United Pacific Insurance Company for the work of bridge construction.

C. A. Lomax

C. A. Lomax
Sec.-Treas.

File # 3804

FILED
MAR 22 1961
HOWELL APPLING, JR.
SECRETARY OF STATE

RECEIVED
MAR 22 1961
HOWELL APPLING, JR.
SECRETARY OF STATE

FABRICATION AND EREC N OF STEEL AND WIRE • TW D 440 ; BELMONT 4-9731

PORTLAND WIRE & IRON WORKS

4844 S. E. 17TH AVENUE • PORTLAND 2, OREGON

ESTABLISHED [illegible]

March 20, 1961

Secretary of State
State of Oregon
Salem, Oregon

Re: S & D Construction Co.
Portland, Oregon

Gentlemen:

We are enclosing herewith, a signed statement that our firm has not been paid for materials furnished to S & D Construction Company, Portland, Oregon, for use on:

Jac[illegible],	Rogue River & Paul Rynning Bridge	$ 681.00	Jackson County.
	Willamette River Bridge and Overflow Structures- Bridge #8638, Lane County	714.60	#5754 ✓
	Deadman's Pass-Meacham Section Overcrossing of U.P. Railroad Bridge #8498, Umatilla County	1,884.00	#5703 ✓
	Grande Ronde River Bridge & Glover-Perry Section Old Oregon Trail, west of LaGrande-Bridge #8425	1,705.06	#5536 ✓
	Evans Creek Bridge, Rogue River-Bridge #8375	920.65	# [illegible] ✓
	Total	$5,905.31	

We are serving this notice in accordance with Chapter 44, entitled "Public Contracts and Employment Thereunder, ARTICLE 1, CONTRACTS BONDS; BIDS AND BIDDING".

Most of these jobs as indicated above, date back into last summer and fall and we have been in contact with the above firm on numerous occasions but to date have been unsuccessful in securing our money. We are sending copies of this letter to the bonding companies involved so that we may be protected in any event should this contractor fail to meet his obligations.

We trust that the proper State Department will protect our interests prior to the relinquishment of any retainages which may be held by the State on these various jobs.

Fil #3804

FILED
MAR 22 1961
HOWELL APPLING, JR.
SECRETARY OF STATE

Yours very truly,

PORTLAND WIRE & IRON WORKS

Ivan Horne

Ivan Horne
Credit Manager

RECEIVED
MAR 22 1961
H . APPLING, JR.
S [illegible]

IH/rg
cc: S&D Construction, Home Insurance Co.
United Pacific Insurance Co.

RECEIVED
MAR 24 1961
FOR FILING

8-441 (1)

5754

March 23, 1961

Home Indemnity Company
American Bank Building
Portland 4, Oregon

Gentlemen:

We have received notification from the Secretary of State, dated March 22, 1961, that the claim of Mercer Steel Company, Inc., in the amount of $13,642, for reinforcing steel and labor furnished to S & D Construction Company, has now been filed in his office. The Secretary of State has assigned File No. 3802 to this claim.

A description of this claim was outlined in our letter to you of March 21, 1961.

Very truly yours,

OREGON STATE HIGHWAY COMM.

Secretary

CWH:jmc

NOTED ON CARD
dc

FORM E-123-X 80M 1-61

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

March 21, 1961

Hon. Howell Appling, Jr.
Secretary of State
121 State Capitol
Salem, Oregon

Attention: Mr. George C. Stephens

Dear Sir:

Attached is a claim letter for filing in the amount of $13,642 received from Mercer Steel Company, Inc., Portland, for reinforcing steel and labor furnished to S & D Construction Company.

This appears to be in connection with the S & D Construction Company Contract 5754, Bridge-Overflow structures on the Willamette River Bridge Section on the Peripheral Road in Lane County.

Please acknowledge receipt of this claim on the enclosed copy of this letter.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

Att:

File # 3802

FILED
MAR 22 1961
HOWELL APPLING, JR.
SECRETARY OF STATE

RECEIVED
MAR 22 1961
H APPLING,

RECEIVED
23 1961
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
MAR 23 1961

FOR FILING

S-441(1)

5754

March 21, 1961

Mercer Steel Company, Inc.
2636 N. W. 26th Avenue
Portland 10, Oregon

Attention: Neil A. Austin, Controller

Dear Mr. Austin:

This is to acknowledge receipt of your claim letter dated March 16 informing us that S & D Construction Company owe you $13,642 for reinforcing steel and labor furnished on their state highway contract No. 5754.

From the description in your letter this appears to be in connection with S & D Construction Company Contract for the Bridge-Overflow structures on the Willamette River Bridge Section on the Peripheral Road in Lane County.

So that there may be no misinterpretation of the law we are forwarding this claim to the Secretary of State for filing. In the meantime, this information will be noted in our records and we will advise the surety and the contractor that it has been received.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

CWH:rj

NOTED ON CARD

March 21, 1961

Hon. Howell Appling, Jr.
Secretary of State
121 State Capitol
Salem, Oregon

Attention: Mr. George C. Stephens

Dear Sir:

Attached is a claim letter for filing in the amount of $13,642 received from Mercer Steel Company, Inc., Portland, for reinforcing steel and labor furnished to S & D Construction Company.

This appears to be in connection with the S & D Construction Company Contract 5754, Bridge-Overflow structures on the Willamette River Bridge Section on the Peripheral Road in Lane County.

Please acknowledge receipt of this claim on the enclosed copy of this letter.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

Att:

CWH:rj

NOTED ON CARD
dc

March 21, 1961

Home Indemnity Company
American Bank Building
Portland 4, Oregon

Gentlemen:

A claim letter dated March 16 has been received from Mercer Steel Company, Inc., Portland, advising that S & D Construction Company owe them for reinforcing steel and labor in the amount of $1[illegible],642. This appears to be in connection with State Highway Contract 5794, Bridge-Overflow structures on the Willamette River Bridge Section on the Peripheral Road in Lane County.

This claim has been forwarded to the Secretary of State for filing. Attached is a copy for your records. This information is provided as your company appears as surety on the performance bond on this contract.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

Att.

cc: Seth Leavens Agency, 500 Jackson Tower, Portland
S & D Construction Company, 49[illegible]0 S.E. [illegible], Portland 6

Commission - Mr. McIver
Mr. Jackson
W. C. Williams
Forrest Cooper

CWH:rj

NOTED ON CARD
dc

MERCER
STEEL CO., INC.

Reinforcing Steel and Building Specialties
CApitol 6-2511
2636 N. W. 26th AVE
PORTLAND 10 OREGON

March 16, 1961

CERTIFIED MAIL * RETURN RECEIPT REQUESTED

Oregon State Highway Commission
Attention: Mr. Floyd Quary, Secretary
State Highway Building
Salem, Oregon

Mr. Howell A. Appling, Secretary of State
State of Oregon
State Office Building
Portland, Oregon

NOTICE

Notice is hereby given that the undersigned, Mercer Steel Co., Inc., an Oregon corporation, has a claim for reinforcing steel and reinforcing steel placing labor furnished at the special instance and request of S & D Construction Company, used and incorporated in the construction of bridges #8638, #8704, and #8705, Oregon State contract #5754, in the sum of THIRTEEN THOUSAND SIX HUNDRED FORTY-TWO DOLLARS AND NO CENTS ($13,642.00) against the bond taken from Home Insurance Company for the construction of the Willamette River and Overflow Bridges on Peripherеal Road included in State Highway Commission contract #5754.

Dated at Portland, Oregon, this 16th day of March, 1961.

MERCER STEEL CO., INC.

Neil A. Austin
NEIL A. AUSTIN, Controller

NAA:R

RECEIVED
MAR 3 1961
FOR FILING

S-441(1)

5754

March 2, 1961

Home Indemnity Company
American Bank Building
Portland 4, Oregon

Gentlemen:

This is to inform you that the claim of L. B. Foster Company, Los Angeles, in the amount of $716.32 against S & D Construction Co., in connection with State Highway Contract No. 5754, was filed with the Secretary of State on February 27, 1961. The Secretary of State has assigned his file No. 3791 to this claim.

A description of the claim was outlined in our letter to you of February 23.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

NOTED ON CARD

CWH:fp

FORM E-123-X 50M 1-61

COMMISSIONERS
M. K. McIVER, Chairman
Portland
KENNETH N. FRIDLEY, Member
Wasco
GLENN L. JACKSON, Member
Medford

FLOYD QUERY, Secretary
Salem

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

February 23, 1961

Hon. Howell Appling, Jr.
Secretary of State
Salem, Oregon

Attention: Mr. Geo. C. Stephens

Dear Sir:

Attached for filing is a claim letter, dated February 16, in the amount of $716.32, received from L. B. Foster Company, Los Angeles, for material furnished on a rental basis to S & D Construction Co.

This appears to be in connection with State Highway Contract No. 5754 for bridge overflow structures on the Willamette River Bridge Section of the Peripheral Road in Lane County.

Please acknowledge receipt of this claim on the enclosed copy of this letter.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

Enc.

File #3791

FILED
FEB 27 1961
HOWELL APPLING, JR.
SECRETARY OF STATE

RECEIVED
FEB 27 1961
H[illegible] APPLING, JR.
SECRETARY OF STATE

RECEIVED
MAR 1 1961
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
MAR 3 1961
FOR FILE

S-441 (1)

5754

THE HOME INDEMNITY COMPANY

KENNETH E. BLACK, PRESIDENT

INSURED HOME NEW YORK

WARREN E. JOHNSON
Manager

621 S. W. MORRISON STREET
PORTLAND 5, OREGON

March 1, 1961

State of Oregon
State Highway Department
Salem, Oregon

RE: S & L Construction Company
L. B. Foster Company

Attention: Floyd Query, Secretary

Gentlemen:

This is to acknowledge your letter of February 23, 1961 in which L. B. Foster Company of Los Angeles advises that S & L Construction Company owes them $716.32 for material furnished on a rental basis, for wood on the bridge overflow structures on the Willamette River Bridge Section of the Peripheral Road in Lane County. This matter will receive our attention.

Very truly yours,

Charles A. Kerr

Charles A. Kerr,
Supervising Adjuster

CAK/hc

RECEIVED
MAR 3 1961
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
FEB 24 1961
FOR FILING

S-441(1)

5754

February 23, 1961

L. B. Foster Company
3540 Wilshire Blvd., Suite 501
Los Angeles 5, Calif.

Attention: Mr. V. J. Hornak
District Manager

Gentlemen:

This is to acknowledge your claim letter of February 16, in the amount of $716.32 for material furnished on a rental basis to S & D Construction Co.

This appears to be in connection with State Highway Contract No. 5754 with S & D Construction Co. for bridge overflow structures on the Willamette River Bridge Section of the Peripheral Road in Lane County.

So that there will be no misinterpretation of the law, we are forwarding your claim letter to the Secretary of State for filing. In the meantime, this information will be noted in our records and we will advise the surety and the contractor that it has been received.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

NOTED ON CARD
dc

CWH:fp

COPY

L. B. FOSTER COMPANY
INCORPORATED
SUITE 501 – 3540 WILSHIRE BOULEVARD
LOS ANGELES 5, CALIF.
PHONE: DUNKIRK 3-3156

FEBRUARY 16, 1961

OREGON STATE HIGHWAY COMMISSION
ROOM 419, STATE HIGHWAY BUILDING
SALEM, OREGON

ATT'N: MR. FLOYD QUERY

SUBJECT: STATE HIGHWAY CONTRACT NO. 5754, WITH S & D CONSTRUCTION CO. – FOR BRIDGE OVERFLOW STRUCTURES ON THE WILLAMETTE RIVER BRIDGE SECTION OF THE PERIPHERAL ROAD IN LANE COUNTY

GENTLEMEN:

PURSUANT TO YOUR LETTER OF FEBRUARY 10, 1961;

> NOTICE HEREBY IS GIVEN THAT THE UNDERSIGNED, L. B. FOSTER COMPANY, HAS A CLAIM FOR MATERIAL FURNISHED ON A RENTAL BASIS, (LEASE LA-513 AND LEASE LA-523) FOR FMONTHLY RENTALS ACCRUED IN THE SUM OF $716,32 TO DATE, WITH MONTHLY RENTALS TO CONTINUE TO ACCRUE UNTIL SUCH TIME AS COMPLETION OF PROJECT AND MATERIAL IS RETURNED TO OUR YARD IN GOOD REUSEABLE CONDITION, AGAINST THE BOND TAKEN FROM THE HOME INDEMNITY COMPANY, THROUGH SETH LEAVENS AGENCY, 500 JACKSON TOWER, PORTLAND, OREGON – FOR ASSURANCE OF COMPLETION OF THE CONTRACT AND PAYMENT OF ALL BILLS INCURRED IN IT.

YOUR COOPERATION AND CONSIDERATION IN OUR BEHALF WILL BE APPRECIATED.

VERY TRULY YOURS
L. B. FOSTER COMPANY

V. J. HORNAK
DIST. MANAGER

VJH/P

L. B. FOSTER COMPANY
(INCORPORATED)

RAILS · STEEL SHEET PILING · PIPE
TRACK ACCESSORIES · H-BEARING PILE · PIPE PILE

SUITE 801 - 8540 WILSHIRE BOULEVARD
LOS ANGELES 5, CALIF.
PHONE DUNKIRK 3-3156

WAREHOUSES
CHICAGO ILL
HOUSTON TEXAS
AMSTERDAM N Y
DELAWANNA N J
PITTSBURGH PA
LOS ANGELES CALIF
ATLANTA GA
BUFFALO, N Y

CABLE ADDRESS
"FOSTERRAIL" ACME CODE
OFFICES
P O BOX 1647
PITTSBURGH 30, PA
PARK-MURRAY BLDG 11 PARK PLACE
NEW YORK 7, N Y
CONTINENTAL ILLINOIS BANK BLDG
CHICAGO 4 ILL
110 BANK OF THE SOUTHWEST BLDG
HOUSTON 2, TEXAS
795 PEACHTREE STREET, N E
ATLANTA 8 GA

February 16, 1961

Oregon State Highway Commission
Room 419, State Highway Building
Salem, Oregon

Att'n: Mr. Floyd Query

Subject: State Highway Contract No. 5754, with S & D Construction Co. - For Bridge Overelow Structures on the Willamette River Bridge Section of the Peripheral Road in Lane County

Gentlemen:

Pursuant to your letter of February 10, 1961;

> Notice hereby is given that the undersigned, L. B. Foster Company, has a claim for material furnished on a rental basis, (Lease LA-513 and Lease LA-523) for fmonthly rentals accrued in the sum of $716.32 to date, with monthly rentals to continue to accrue until such time as completion of project and material is returned to our yard in good reuseable condition, against the bond taken from The Home Indemnity Company, through Seth Leavens Agency, 500 Jackson Tower, Portland, Oregon - for assurance of completion of the contract and payment of all bills incurred in it.

Your cooperation and consideration in our behalf will be appreciated.

Very truly yours
L. B. Foster Company

V. J. Hornak
Dist. Manager

VJH/p

RECEIVED
FEB 20 1961
OREGON
STATE HIGHWAY COMMISSION

RAILS · SPLICE BARS · BOLTS · NUTS · SPIKES · FROGS · SWITCHES · TIE PLATES · RAIL BRACES · TRACK TOOLS

RECEIVED
FEB 24 1961
FOR FILING
S-441 (1)

5754

February 23, 1961

Home Indemnity Company
American Bank Building
Portland 4, Oregon

Gentlemen:

A claim letter, dated February 16, has been received from L. B. Foster Company, Los Angeles, advising that S & D Construction Co. owe them for material furnished on a rental basis, in the amount of $716.32. This appears to be in connection with State Highway Contract No. 5754 with S & D Construction Co. for bridge overflow structures on the Willamette River Bridge Section of the Peripheral Road in Lane County.

This claim letter has been forwarded to the Secretary of State for filing. Attached is a copy of it.

We provide this information as your company appears as surety on the performance bond furnished with this contract.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

Enc.
CC:
Seth Leavens Agency
500 Jackson Tower
Portland, Oregon

S & D Construction Co.
4930 S. E. Reedway
Portland 6, Oregon

NOTED ON CARD
dc

Commissioners
W. C. Williams
Forrest Cooper

CWH:fp

RECEIVED
FEB 24 1961
FOR FILING

L-441 (1)

5754

February 23, 1961

Hon. Howell Appling, Jr.
Secretary of State
Salem, Oregon

Attention: Mr. Geo. C. Stephens

Dear Sir:

Attached for filing is a claim letter, dated February 16, in the amount of $716.32, received from L. B. Foster Company, Los Angeles, for material furnished on a rental basis to S & D Construction Co.

This appears to be in connection with State Highway Contract No. 5754 for bridge overflow structures on the Willamette River Bridge Section of the Peripheral Road in Lane County.

Please acknowledge receipt of this claim on the enclosed copy of this letter.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

Enc.

CWH:fp

NOTED ON CARD
dc

RECEIVED
FEB 14 1961
FOR FILING

2-441(1)
5754

February 10, 1961

Home Indemnity Company
American Bank Building
Portland 4, Oregon

Gentlemen:

A letter dated February 8 has been received from L. B. Foster Company, 3540 Wilshire Blvd., Los Angeles, advising that S & D Construction Co. owe them $716.32 for material leased on their project in Lane County.

This appears to be in connection with State Highway Contract No. 5754 with S & D Construction Co. for bridge overflow structures on the Willamette River Bridge Section of the Peripheral Road in Lane County.

We provide this information as your company appears as surety on the performance bond furnished with this contract.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

CC:
Seth Leavens Agency
500 Jackson Tower
Portland, Oregon

NOTED ON CARD

S & D Construction Co.
4930 S. E. Reedway
Portland 6, Oregon

Commissioners
W. C. Williams
Forrest Cooper

CWH:fp

RECEIVED
FEB 14 1961
FOR FILING

8-44.(1)
5754

February 10, 1961

L. B. Foster Company
3540 Wilshire Blvd., Suite 501
Los Angeles 5, California

Attention: Mr. P. E. Shaw

Gentlemen:

This is to acknowledge your letter of February 8 stating that S & D Construction Co. owe you $716.32 for material leased on their bridge overflow structures in Lane County.

Our records indicate this to be in connection with State Highway Contract No. 5754 with S & D Construction Co. for bridge overflow structures on the Willamette River Bridge Section of the Peripheral Road in Lane County.

The Home Indemnity Company, through Seth Leavens Agency, 500 Jackson Tower, Portland, furnished the performance bond, which is given to assure completion of the contract and payment of all bills incurred in it.

As requested, we are attaching excerpts from the Oregon Laws outlining the procedure for the filing of claims.

This information will be noted in our records and we will advise the surety and the contractor that it has been received.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

NOTED ON CARD
dc

Enc.

CWH:fp

L. B. FOSTER COMPANY
(INCORPORATED)

RAILS · STEEL SHEET PILING · PIPE
TRACK ACCESSORIES · H-BEARING PILE · PIPE PILE

SUITE 501 - 3540 WILSHIRE BOULEVARD
LOS ANGELES 5, CALIF.
PHONE: DUNKIRK 3-3156

TRADE MARK

WAREHOUSES:
CHICAGO, ILL.
HOUSTON, TEXAS
AMSTERDAM, N. Y.
DELAWANNA, N J
PITTSBURGH PA
LOS ANGELES, CALIF.
ATLANTA, GA
BUFFALO, N Y

CABLE ADDRESS
"FOSTERRAIL" ACME CODE

OFFICES:
P O BOX 1647
PITTSBURGH 30, PA

PARK-MURRAY BLDG 11 PARK PLACE
NEW YORK 7, N Y

CONTINENTAL ILLINOIS BANK BLDG
CHICAGO 4, ILL

1119 BANK OF THE SOUTHWEST BLDG
HOUSTON 2, TEXAS

798 PEACHTREE STREET, N.E
ATLANTA 8, GA.

February 8, 1961

Oregon State Highway Commission
Room 419, State Highway Building
Salem, Oregon

Subject: WILLAMETTE RIVER BRIDGE, EUGENE, ORE.
S & D CONSTRUCTION CO. - Prime Contr.

Gentlemen:

This letter has reference to material leased to the Prime Contractor - S & D CONSTRUCTION CO. of Portland, Oregon, for use on above project.

This concern owes us a past due balance of $716.32, for rentals accruing since October 1960. Lease terms are Net on receipt of invoice.

We are writing this letter to request protection of our interest, since numerous attempts have been made to collect balance due, without results, and we now find that telephone connections have been discontinued on the project. We would appreciate your cooperation in furnishing us the name of the Bonding Company covering this project. Also, would like claim forms to execute if such forms are necessary.

We attach a self-addressed stamped envelope for your convenience in replying.

Very truly yours

L. B. FOSTER COMPANY

P. E. Shaw

P. E. SHAW.

Cc,
please reply...
FG

PES/p

Copy - S & D Construction Co.
4930 S. E. Reedway
Portland, Oregon. (Mr. Jack Sowles)

NOTED
C. W. HEAD

RECEIVED
FEB 15 1961
FOR FILING

COMMISSION
H. K. McIVER, CHAIRMAN
PORTLAND
[illegible] N. [illegible], MEMBER
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

S-441 ①
5754

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

February 10, 1961

Davidson, Duffy & Stout
1525 Yeon Building
Portland [illegible], Oregon

Attention: Mr. Walden Stout

Gentlemen:

I have your letter of February 9 concerning difficulties being encountered by S & D Construction Company on several of their State Highway contracts.

In your letter you mention the waiving of liquidated damages on account of delays in completion of the contracts. The only thing I can tell you in this regard is that the determination of the work day count is set out very clearly in the contracts, and if any modification is made it, of course, must be in accord with the terms of the contracts.

Concerning the handling of the existing contracts so that they may be completed as early as possible, it might be of some advantage if you or a representative of the S & D Construction Company would discuss the matter with Mr. Ivan Merchant, Bridge Engineer. I would suggest, however, that you take this matter up with him directly. I think he would be best qualified to discuss matters pertaining to the satisfactory completion of these contracts.

Very truly yours,

ORIGINAL SIGNED
FLOYD QUERY

Secretary
OREGON STATE HIGHWAY COMM.

FQ:jmc

cc: G. S. Paxson
Ivan Merchant

NOTED

RECEIVED
FEB 13 1961
OFFICE OF
STATE HIGHWAY ENGINEER

LAW OFFICES OF
DAVIDSON, DUFFY & STOUT
1525 YEON BUILDING
PORTLAND 4, OREGON

CARL E. DAVIDSON
CHARLES P. DUFFY
WALDEN STOUT

DONALD J. GEORGESON

February 9, 1961

Mr. Floyd Query
Secretary, Oregon State Highway Commission
State Highway Department
Salem, Oregon

Re: S & D Construction Company

Dear Mr. Query:

Thank you for your letter dated February 7 concerning the problems of S & D Construction Company.

Your analysis of the difficulties being encountered by this company seem to be well founded and quite consistent with the observations which I made in the latter part of my letter to you, dated February 1.

I shall be away from the office until February 21, but would certainly welcome the opportunity of meeting with you in order to review the various problems of this company. I would hope that under all of the circumstances you would give consideration to the waiving of liquidated damages incurred and to be incurred on account of delays in completion of one or more of the jobs, particularly if it can be shown that the interests of the state and the traveling public have not been jeopardized by the delay. We would also like the benefit of your views concerning the handling of all of the pending contracts with the State of Oregon, so that they may be completed at the earliest possible time and to the best interests of not only the construction company but the State of Oregon.

Very truly yours,

Walden Stout

WS:t

RECEIVED
FEB 10 1961
OREGON
STATE HIGHWAY COMMISSION

T

RECEIVED
FEB 9 1961
FOR FILING

S-441(1)

5754

February 9, 1961

Manager
First National Bank
S. W. 6th and Morrison Branch
Portland, Oregon

Dear Sir:

As a follow-up to our phone conversation we have checked up on the contract payments to S & D Construction Company on the four contracts they have with the State Highway Commission.

The tabulation shown below I believe will provide the information that you requested. If it does not, please let us know.

	5536	5590	5703	5754
Monthly estimates due and payable	None	None	(1)	$23,950
Retained %	$21,105	$24,820	$13,166	$19,924

(1) estimate for 11-5 to 12-5 for $52,884 mailed to contractor 2-6-61.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

FQ:rj

RECEIVED
JUL 1960
FOR FILING

5754

Monthly Transaction No. 8-116	Fo R-2 (5-29-57) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	ate Oregon
Project Report No. S-441, (1)	**FEDERAL-AID PROJECT AGREEMENT** 8-22-60	County Lane
		Project No. S-441(1)

5754 The State, through its Highway Department, having complied with the terms and conditions set forth in the Federal-Aid Road Act, approved July 11, 1916 (39 Stat. 355), as amended and supplemented, and in the Regulations issued pursuant thereto by the Secretary of Commerce, relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein.

Project termini

Co. Rd. Willamette R. Brs., 3 mi. N. Eugene
(Bridge over Willamette River and two overflow bridges)

Project classification or class of work	Effective date of authorization	Approximate length
Highway planning		
Preliminary engineering		
Rights-of-Way		
Construction	5-3-60	0.1
Other *(Specify)*		

FUNDS

Estimated total cost of project $ 466,400	Federal funds $ 280,000

The State further stipulates that pursuant to said Act and Regulations, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By ____________________
State Highway Engineer
(title)

By ____________________

____
(title)

By ____________________

____
(title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

~~BY~~ C. G. Polk
Division Engineer

By: E. C. Wright
Administrative Manager

Date executed by Division Engineer August 22, 1960

USComm-DC 11169

August 17, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding two copies of project agreement, signed by the Highway Commission, for the Willamette River and Overflow Bridges, Project No. S-441(1).

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

RNC:bb

July 27, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding four copies of estimate as a basis for project agreement for the Willamette River and Overflow Bridges, Project No. S-441(1).

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

RNC:sw

Enc.

Oregon State Highway Department

Federal Aid Secondary
Project No. S-441(1)

WILLAMETTE RIVER AND OVERFLOW BRIDGES ON

PERIPHERAL ROAD IN LANE COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, July 27, 1960

Type Code XW31
Willamette River Bridge (#8638)(Sta. 178+35 to Sta. 184+55)
(Contract No. 5754)

Shoring, Cribbing, Etc.	All Required		$65,000.00
Structural Excavation	1,900 cu.yds.	$ 6.00	11,400.00
Furnish 10" BP 42" Steel Piling	560 lin.ft.	6.00	3,360.00
Drive Steel Piles	14 only	65.00	910.00
Splice Steel Piles	10 only	35.00	350.00
Furnish Timber Piling	7,140 lin.ft.	0.60	4,284.00
Drive Timber Piles	238 only	40.00	9,520.00
Seal Concrete	330 cu.yds.	35.00	11,550.00
Class "A" Concrete (1,148 cu.yds.)	All Required		69,000.00
Metal Reinforcement (211,000 lbs.)	All Required		24,500.00
Structural Steel (761,700 lbs.)	All Required		152,000.00
Metal Handrail	1,260 lin.ft.	13.00	16,380.00
8-inch Metal Drain Pipe	85 lin.ft.	4.00	340.00
			$368,594.00

Type Code X061
Overflow Bridge #8704 (Sta. 198+13.86 to Sta. 198+94.14)
(Contract No. 5754)

Prestressed Concrete Piling	672 lin.ft.	$ 4.00	$ 2,688.00
Drive Concrete Piles	24 only	60.00	1,440.00
Splice Concrete Piles	5 only	40.00	200.00
Class "A" Concrete (35 cu.yds.)	All Required (40%)		3,200.00
Metal Reinforcement (5,900 lbs.)	All Required (40%)		594.40
27" Prestressed Beams	33 only	400.00	13,200.00
			$21,322.40

Type Code X061
Overflow Bridge #8705 (Sta. 210+27.36 to Sta. 211+61.64)
(Contract No. 5754)

Furnish Prestressed Concrete Piling	1,008 lin.ft.	$ 4.00	$ 4,032.00
Drive Concrete Piles	36 only	60.00	2,160.00
Splice Concrete Piles	5 only	40.00	200.00
Class "A" Concrete (51 cu.yds.)	All Required (60%)		4,800.00

Metal Reinforcement (9,100 lbs.)	All Required (60%)		$ 891.60
27' Prestressed Concrete Beams *	55 only	$400.00	22,000.00
			$34,083.60
	Subtotal		$424,000.00
	10% Engr. & Cont.		42,400.00
	Total		$466,400.00

Length of Structures . . . . 0.158 Mile

Federal Funds -	$280,000.00
State Funds -	93,200.00
County Funds -	93,200.00
	$466,400.00

State Funds for Const: Chap. 175, Laws 1917; Chap. 31, Laws 1920;
Chap. 529, Laws 1939.

Funds for Maint: Chap. 529, Laws 1939.

Note: Necessary funds have been deposited by Lane County with the Highway Department.

RECEIVED
AUG 10 1960
FOR FILING

S-441 (1)

5754

A

COMMISSIONERS
[illegible]
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

August 9, 1960

S & D Construction Co.,
4930 SE Reedway
Portland 6
Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission:

> Contract #5754, awarded July 14, 1960, for bridge and overflow structures construction on the Willamette River Bridge Section of the Peripheral Road (FAS 860) in Lane County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

de
Encl.

NOTED
H. S. COX

7-27-60

Oregon State Highway Commission
State Highway Building
Salem, Oregon

Attention: County & City Relations Division

Subject: Federal Aid Project No. S-441(1)

Highway No. FAS 860

Name of Project Willamette River Bridge

Gentlemen:

We hereby certify that, to the best of our knowledge and belief, all rights-of-way or rights of entry for the above-referred to Federal-aid project have been secured.

Dated at Eugene, Oregon, this 27th day of July, 1960.

Lane County/Board ~~Court~~ of Commissioners

Jess Hill
Chairman ~~Judge~~

Ralph Petersen
Commissioner

Kenneth Nieber
Commissioner

[illegible] 9-28-60 [illegible]

OFFICE OF
COUNTY HIGHWAY ADMINISTRATOR
LANE COUNTY, OREGON
1820 ROOSEVELT BLVD. — P. O. BOX 3186
EUGENE, OREGON

H. O. WALBERG
ADMINISTRATOR AND
COUNTY ENGINEER

O. STROMBOM
ASSISTANT

July 27, 1960

NOTED
H. S. COX

NOTED
Harold C. Ayers

Mr. W. C. Williams
State Highway Engineer
State Highway Department
Salem, Oregon

Re: Willamette River Bridge
FAP No. S-441 (1)
Contract No. 5754

Attention: Mr. C. G. Swenson
County-City Relations Engineer

Dear Mr. Swenson:

Transmitted, herewith, are two signed copies of the right-of-way certificate for the above named project.

Receipt of a copy of the contract and plans and specifications is acknowledged.

We would appreciate your sending us another reduced scale copy of the plans.

Sent 7-29-60

Very truly yours,

H. O. Walberg
Administrator

By

H. O. Strombom
Ass't. Administrator

HOW-HOS/hw
Encl: 2

RECEIVED
JUL 26 1960
[illegible]
[illegible]

OREGON STATE HIGHWAY DEPARTMENT

INVOICE

NOTED
Harold C. Ayers

DATE	BILLING REQ. NO.	YOUR ORDER NO.	CREDIT DISTRIBUTION
7/26/60	oc 637		520-1065-297

NOTED
H. S. COX

INVOICE NUMBER
65834

Lane County
Eugene, Oregon

Attn: E. O. Walberg, County Road Administrator

MAKE CHECKS PAYABLE TO
THE OREGON STATE HIGHWAY DEPARTMENT

SEND REMITTANCE TO:
OREGON STATE HIGHWAY DEPARTMENT
STATE HIGHWAY BUILDING
SALEM, OREGON

DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE
Advance Deposit			$95,400.00
Partial transfer county advance deposit for Willamette River Bridge Section, FAS 860. Covered by agreement dated June 21, 1960			75,400.00
To be retained			$20,000.00

ACKNOWLEDGMENT OF BILLING REQUEST
Cash Received with Request: $ ____________
By ____________

A 150X (REVISED 5-60)

NOTED
Harold C. Ayers

NOTED
H. S. COX

NOTED
C. G. SWENSON

July 22, 1960

Mr. H. O. Walberg
County Road Administrator
1820 Roosevelt Boulevard
Eugene, Oregon

NOTED
W. B. [illegible]

NOTED
Harold C. Ayers

Dear Mr. Walberg:

This is to acknowledge receipt of your advance deposit in the amount of $95,400 for the Willamette River Bridge section of FAS 860. Contract No. 5754 has been awarded to S. & D. Construction Company.

A copy of the contract for your files and also another set of plans and specifications are enclosed. If you should need additional plans or specifications, please advise and they will be furnished promptly.

Also enclosed are three right-of-way certificate forms covering this project. Please return two signed copies of this form to this office.

Very truly yours,

W. C. Williams
State Highway Engineer

By

H. S. Cox
Assistant County & City Relations Engineer

HSC:mm
Encl.

NOTED
Harold C. Ayers

NOTED
[illegible]

Salem, Oregon
July 14, 1960

Mr. Ivan D. Merchant
Bridge Engineer

Advance Deposit
Lane County

NOTED
H. S. COX

NOTED
C. G. SWENSON

We have received this date Lane County's advance deposit covering the county's share in the estimated total cost for construction of the Willamette River Bridge project on FAS ~~806~~. 860

This project is now clear for award of a contract.

John D. Graham
County & City Relations Office Engineer

JDG:mm

NOTED
[illegible]

Salem, Oregon
July 14, 1960

NOTED
Harold C. Ayers

Advance Deposit
Lane County

NOTED
H. S. COX

Mr. C. H. Maison
OFFICE

Attention: Mr. John Herr

NOTED
C. G. SWENSON

Attached is Lane County Warrant No. 27089 in the amount of $95,400 which covers Lane County's share in the estimated total cost for construction of the Willamette River Bridge project on FAS 860 in Lane County.

John D. Graham
County & City Relations Office Engineer

JDG:mm
Att.

OFFICE OF
COUNTY HIGHWAY ADMINISTRATOR
LANE COUNTY, OREGON
1880 ROOSEVELT BLVD. — P. O. BOX 3186
EUGENE, OREGON

H. O. WALBERG
ADMINISTRATOR AND
COUNTY ENGINEER

H. O. STROMBOM
ASSISTANT

July 13, 1960

State Highway Commission
State Highway Department
Salem, Oregon

Re: File-Willamette River
Bridge

Attention: Clarence Swenson

Dear Sir:

In accordance with your letter dated July 1st 1960, enclosed herewith is County Warrant No. 27089 in the amount of $95,400.00 as Lane Counties advance deposit for the Willamette River Bridge.

Very truly yours,

H. O. Walberg
Administrator

By

H. O. Strombom
Ass't. Administrator

HOW-HOS/hw
cc: County Commissioners
Encl: 1

RECEIVED
[illegible]
ENGINEER
[illegible]

NOTED
H. S. COX

NOTED
V. R. JONES

NOTED
Harold C. Ayers

July 1, 1960

Lane County Board of Commissioners
Courthouse
Eugene, Oregon

Gentlemen:

On June 30 a satisfactory bid was received from S & D Construction Company of Portland for construction of the Willamette River Bridge on FAS 860. As per agreement between county and state, the following advance deposit is required of the county prior to awarding of a contract:

Bid Items	$424,000
Engineering & Contingencies, 12½%	53,000
Estimated Total Cost............	$477,000
County Advance Deposit	
20% of $477,000.................	$ 95,400

Please make this advance deposit by means of a check or warrant payable to the Oregon State Highway Commission in the amount of $95,400, forwarding same to this office.

Very truly yours,

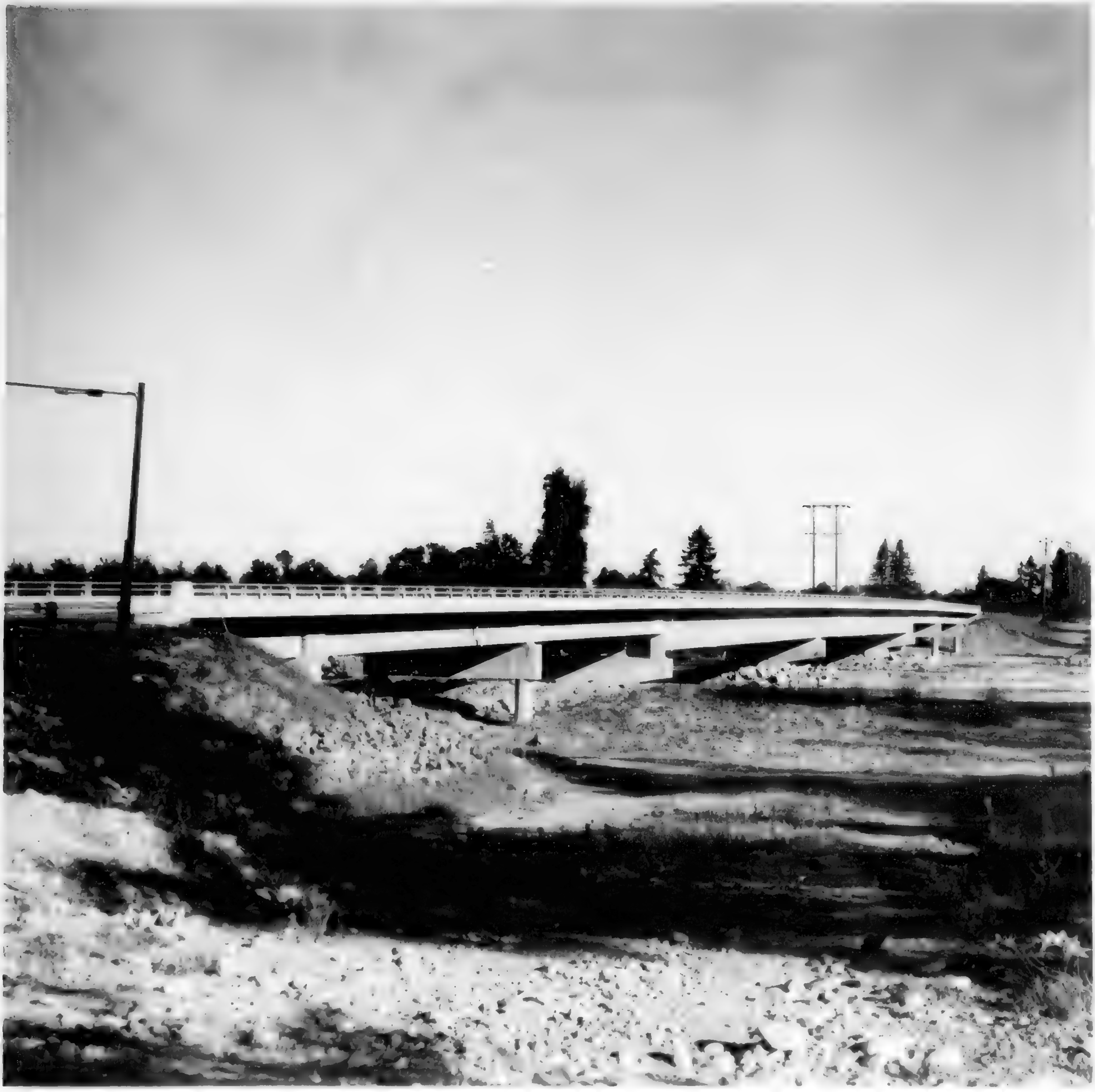
W. C. Williams
State Highway Engineer

By

H. S. Cox
H. S. Cox
Assistant County & City Relations Engineer

HSC:mm

FAS 860
WILLAMETTE RIVER BRIDGE
CONTRACT 5754---7/14/60



RECEIVED
JUN 22 1960
FOR FILING

L-441 (1)

5754

June 21, 1960

Board of County Commissioners
Lane County
Court House
Eugene, Oregon

Gentlemen:

We are enclosing for the records and files of Lane County a fully executed copy of an agreement between the State Highway Commission and Lane County covering the Willamette River Bridge and two overflow structures on FAS 860 in Lane County.

Very truly yours

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

By________________________________
C. W. Head, Assistant Secretary

rn
Enc.

RECEIVED
JUN 27 1960
FOR FILING

Const
Bridges
Gen

Salem, Oregon
June 21, 1960

MISC. CONTRACTS and
AGREEMENTS No. 2238

FAS Project Agreement
Lane County

Mr. C. G. Swenson
City & County Relations Engineer
Office

Attached is a conformed copy of an agreement with Lane County covering the Willamette River Bridge and two overflow structures on FAS 860 in Lane County.

A fully executed copy of the above agreement has been retained in this office for the Commission's files and one fully executed copy has been sent to the County Court of Lane County.

Assistant Secretary

[illegible]
Attach: 1

FORM E-20X 50M 7-56 22126

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 16, 1960

To: Mr. G. S. Paxson
OFFICE

SUBJECT: FAS Project Agreement
Lane County

Attached are three copies of an agreement covering the Willamette River Bridge and two overflow structures on FAS 860 in Lane County. Two copies have been executed by the Board of Commissioners and are now ready for signature by the Highway Commission. Both copies require your signature of approval.

The project was approved 10/23/58.

C. G. S.
C. G. Swenson
County and City Relations Engineer

RHP:mm
Att.

RECOMMENDED FOR APPROVAL
G S Paxson
Assistant State Highway Engineer

[illegible] COMMISSION
DATE 10-23-58 Min Page 30700
Floyd Query
Secretary

NOTED

NOTED
C. G. SWENSON
Cof

March 10, 1960

Re: Overflow Structures -
Peripheral Road - FAS 860

NOTED
F R [illegible]

W. C. Williams,
State Highway Engineer
Salem, Oregon

Attn: Ivan D. Merchant,
Bridge Engr.

Dear Mr. Williams:

Your letter of March 4th and the attached hydraulic report is appreciated.

The channel change at 198+54 will be made with a 20 foot bottom channel width and 1½:1 slopes as recommended in the report above. This will accommodate the 3-27 foot spans suggested in your letter, for a square crossing.

The Board of Lane County Commissioners concurred in setting the finished grade at 393 feet at the overflow structures, which allows a 2 foot freeboard above the high water elevation 391 feet. This latter is the design water surface for the 1861 flood with present regulation according to the report.

Thankyou for your aid and consideration in this matter.

Yours truly,

H. O. Walberg
Administrator

RECEIVED
MAR 14 1960
[illegible]

HOW:mk
cc: Brd of Comm.
Copy to C. G. Swenson
County & City Relations Eng-
State Hwy Dept
Salem
Oregon.

FORM E-135-X 90M 6-59

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

NOTED
C. G. SWENSON

March 4, 1960

Lane County, Oregon
1820 Roosevelt Boulevard
P. O. Box 3156
Eugene, Oregon

Attention: Mr. H. O. Walberg
Administrator

Gentlemen:

Re: Overflow Structures-Peripheral Road
FAS 860

The sketches of the channel change at Station 198+54 and a copy of your letter of February 29 have been received from the City-County Relations Engineer.

I notice that in the sketch of the channel change a 40-foot bottom width has been used. In the hydraulic report for the entire line a recommendation was made that the bottom width required was 20-feet. On the basis of a square crossing, a 20-foot bottom channel change, and 1½:1 slopes, three spans at 27-feet would span the crossing.

Will you please study this situation and advise if it is possible to extend the channel change to a point where the 3-span bridge could be used. This would be a better structural layout as there would not be a bent in the main channel. As requested by you over the phone, I am sending a copy of our hydraulic report on this entire line. The grade proposed for use after a study of this hydraulic report is as follows:

> Beginning at Station 163+50, a 00 grade to a P.I. of 300' vertical curve at Station 172+28.33 and ascending 3% grade to a 1500' vertical curve with a P.I. of 181+45 and elevation 420.5, a descending grade to a P.I. for a 300' vertical curve at Station 190+61.67, a 00 grade to some point in the neighborhood of Station 214 or 215 at which point there would be a P.I. for a vertical curve to climb up to the elevation of 403 or 405 in the neighborhood of Station 218.

The decision to use a level grade across the flats of 413 was based on the recommendation contained in the hydraulic report of a high-water elevation of 391. With a high-water elevation of 391, a 2-foot freeboard is obtained with the finish grade at 393. It seemed to us that this would be sufficient freeboard at the overflow structures. At 393 finish grade elevation would allow 1-foot of clearance above the extreme high water as a 1-foot depth of structure is being used. This again to us seems sufficient as there is practically no drift at the overflow sites.

Will you please study this hydraulic report and after consultation in your office, advise us as to your decision to the finish grade across the flood plains. As far as cost in the structures to raise them from a finish grade from 393 to 395, there is practically no additional cost. All of the additional cost will come in the embankment material required which is being placed by Lane County.

Your early decision in this matter will be appreciated as we are attempting to get these structures ready for contract at the May 10 letting of the Highway Commission.

If a grade change is made from 393 to 395, the War Department Permit drawing should be revised and resubmitted to the Army Engineers. However, this would not delay the project as I am sure they would consider it a construction plan change.

Very truly yours,

Ivan D. Merchant
Bridge Engineer

IDM/mr
Enclosure

cc: Mr. C. G. Swenson

RECEIVED
MAR 4 1960

COUNTY HIGHWAY ADMINISTRATOR
LANE COUNTY, OREGON
1820 ROOSEVELT BLVD. — P. O. BOX 31
EUGENE, OREGON

H. O. WALBERG
ADMINISTRATOR AND
COUNTY ENGINEER

H. O. STROMBOM
ASSISTANT

NOTED
V. R. JONES

NOTED
Harold C. Ayers

NOTED
C. G. SWENSON

RECEIVED
MAR 2 1960

February 29, 1960

Re: Willamette River Br. - Overflow
Structures - Peripheral Road
FAS 860

Mr. W. C. Williams,
State Highway Engineer
Oregon State Highway Dept.
Salem, Oregon

Attn: Mr. C. G. Swenson,
County-City Relations

Dear Sir:

Your recent telephone request was to examine the overflow structure site at approximate Station 198+00 as shown on Drawing #8-A-2, with the view in mind of making a channel change and thus making a shorter structure than the presently planned six spans @ 27' - 162' long.

Your stated that the hydraulic study indicated a requirement of a 20' bottom width channel. Also, that the bridge department would use 27' long pre-stressed slab spans. Assuming that the deck elevation is 395.00 the requirement can be met with four spans @ 27' or 108' bridge. The new station for mid-point of structure would be 198+54.

A review of water elevations found by Mr. Worth are as follows:
Max. H. W. prior to construction of dams - - 396.1
Max. H. W. since construction of dams- - - - 393.3
Av. H. W. since construction of dams - - - - 391.5

Data from application to Army Engineers for construction of bridges, dated September 16, 1959:

Willamette Bridge	Relief Structure
H. W. El. - - - 391.0	H. W. El. - - - -391.0
Clear to beams - 7.1	Clear to beam - - 1.0
El. Bottom Beams 398.1	El. Bottom Beams 392.0

Original to Merchant 3/2/60 CGS

Since both of the overflow structures are located in what used to be the old Willamette River channel, it appears that deck elevation should be at least 395.0 South and West from the overflow structure at 198+00; there are proposed plats on which houses will be built on ground elevations 192.0 to 194.0, but they are close to the Willamette River, and in a flood would be inundated in any event; To the East of the proposed overflow structures the average ground elevation is about 405.0.

If a change is made in design, will it be necessary to reapply for approval from the Corps of Engineers?

Yours truly,

H.O. Walberg

H. O. Walberg
Administrator

HOW:mk
cc: Brd of Comm.
O. Norberg
Wm. Whitnall
Enclosure

RECEIVED
MAR 2 1960
ORE
STATE HIGHWAY [illegible]

NOTED
W. R. JONES

NOTED
Harold C. Ayers

NOTED
C. G. SWENSON

Salem, Oregon
February 17, 1960

Mr. Ivan Merchant
OFFICE

Willamette River Bridge and
Overflow Structures, FAS 860, Lane County
Item 666, 75th Program
Project S-441(1)

NOTED
John F. Hagemann

The B.P.R., by letter of 2/12/60, held in abeyance approval of the subject-named county FAS project pending justification for providing full roadway width on the overflow structures. This full roadway width of 36' was at the request of Lane County; however, it is believed that this request resulted from a misunderstanding by the county of prevailing AASHO standards.

I recently checked with Mr. Nielsen, Chairman of the Lane County Board of Commissioners, on this matter, and he advised that a 30' roadway width with no sidewalks on the two overflow structures is satisfactory to the county and requested that our design be revised accordingly. The 30' roadway meets AASHO standards for primary highways.

Mr. Nielsen also questioned the 162' length of the overflow structure located approximately at station 198. Upon checking this matter with your division, I was informed that this structure was required to span a bottom channel width of only 20'; however, the extreme skew required the 162' bridge length. In a later conversation with Mr. Nielsen I advised him of this and of the fact that the bridge would only need to be approximately 70' in length if the crossing could be squared up. Mr. Nielsen stated that it was his opinion that a channel change as part of the county's grading operation would present no problem and that he would have Mr. Walberg, County Engineer, investigate this matter. In the event a channel change permitting a right angle bridge crossing is feasible, the county will submit the intersecting point of the center line of the revised channel and the county road so that our plans could be tied into the stationing. Any such channel change would provide a 20' bottom width in accordance with our study recommendations for this bridge site.

John F. Hagemann
Assistant County & City Relations Engineer

JFH:mm

cc: G. S. Paxson
R. L. Porter

NOTED
C. G. SWENSON

When replying, refer to:
08-33.3

408 State Highway Building
Salem, Oregon

February 12, 1960

RECEIVED
FEB 1[illegible]

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Dear Sir:

The projects involving participation in Federal-aid Secondary funds, as listed in Stage 1 and Stage 2 of the seventy-fifth program, submitted with Mr. Porter's February 5, 1960 letter, are approved effective February 12, 1960, with the exception of Item 666, Project S-441(1).

The Stage 1 projects, as approved, consist of two projects (Items 668 and 669) covering the construction phase only on 9.1 mile of roadway and bridges at a total estimated cost of $129,000 with no Federal funds requested at this time. Program approval and any authorization to proceed with a Stage 1 project shall not constitute any commitment of Federal funds nor shall it be construed as creating, in any manner, any obligation on the part of the Federal Government to provide Federal funds for the undertaking.

The Stage 2 items, as approved, consist of seven projects (Items 660 to 665 and 667, inclusive) covering improvements on 10.2 miles of roadway and bridges at a total estimated cost of $565,000. Available Federal-aid Secondary funds have been reserved for these projects in the amount of $345,000. Of these Federal funds, $18,000 has been reserved for two railway-highway projects, Items 665 and 667, included in this submission. The unprogramed balance of these funds is $3,080,009 and your reimbursable obligation balance is now $9,334,821, according to our records of this date. The balance of the limiting amount of 10 percent railway-highway grade crossing funds is similarly $17,477,851.

The projects included in this program, as approved, are listed as follows:

Item No.	Project No.	Project	Proposed Work
660	S-128(3)	Pochahontas Section	Paving
661	S-404(3)	Richland-Powder River	Paving
662	S-134(8)	W. Unit, Camp Creek-Paulina	Grade, Pave, Bridge

Item No.	Project No.	Project	Proposed Work
663	S-163(3)	Eight Mile Canyon Bridge	Bridge
664	S-439(1)	Rock Creek Bridge	Bridge
665	SG-440(1)	Depot St., Rogue River	RR Crossing Signals
667	SG-442(1)	Aumsville	RR Crossing Signals
668	S-149(5)	Luckiamute River Bridge	Bridge
669	S-443(1)	Palmer Creek Bridge	Bridge

You are authorized to take all actions necessary to advance to completion the physical construction, including any right-of-way clearance and utility work, provided for by the approved Stage 2 projects in this submission in accordance with the provisions of your 1954 Secondary Road Plan as approved by the Commissioner. Railroad work shall be in accordance with PPM 30-3. If you subsequently find exceptions to the procedures or minimum design standards, such as noted and approved herein for Item 661, will be needed during the accomplishment of the projects, this office should be informed of such proposed exceptions and the reasons therefor.

Item 660 and Item 661 provide for placing of an oil mat wearing surface on roadbeds graded and drained without Federal-aid participation. You have advised that Baker County has prepared these roadways to satisfactory standards, with two exceptions~~, by Baker County~~. The exceptions to minimum design standards for horizontal alignment in connection with Item 661, as noted on the back of Form PR-1, are considered to be justifiable.

Items 664, 668, and 669 provide for bridge construction only on improved alignment. You have advised that the respective counties involved will provide adequate surfaced approaches.

Program approval of Item 666, Project S-441(1), Willamette River Bridges, is being held in abeyance pending your further advice regarding safe operating characteristics. We understand that the full approach roadway width is to be provided on the long overflow structures in lieu of sidewalks since such a design would be more economical. Pedestrian use of the 4-foot left shoulder width, in terms of the ultimate design, without separation by a barrier curb and railing or by other barrier devices would appear to be hazardous.

The proposed protection for the existing railroad grade crossings under Items 665 and 667 appears to be adequate in accordance with the provisions of PPM 21-10.

Very truly yours,

C. G. Polk
Division Engineer

By:

D. M. Barich
Acting Division Engineer

OFFICE OF
COUNTY HIGHWAY ADMINISTRATOR
LANE COUNTY, OREGON
1820 ROOSEVELT BLVD. — P. O. BOX 3156
EUGENE, OREGON

H. O. WALBERG
ADMINISTRATOR AND
COUNTY ENGINEER

H. O. STROMBOM
ASSISTANT

NOTED
C. G. SWENSON

NOTED
Harold C. Ayers

January 22, 1960

NOTED
John F. Hagemann

NOTED
V. R. JONES

RECEIVED
JAN 25 1960

Mr. W. C. Williams
State Highway Engineer
Oregon State Highway Department
Salem, Oregon

Attention Mr. C. G. Swenson
County-City Relations Engineer

Re: Willamette River Bridge, Lane County

Dear Mr. Swenson:

We are enclosing a copy of the Department of the Army "Approval of Location and Plans" of the proposed Willamette River Bridge in accordance with our telephone conversation with Mr. Heggerman.

We apologize for failing to notify you earlier of this approval, but we had assumed that, since the applications had been prepared by the Bridge Department, notice of the approval might have been sent them, also.

The blue prints accompanying this approval could not be reproduced on our Thermo-fax, but we presume your Bridge Department may have extra prints.

Very truly yours,

H. O. Walberg
Highway Administrator

H O Strombom

H. O. Strombom
Assistant Highway Administrator

HOW/HOS:pir

encl. 1

NOTED
JOHN D. GRAHAM

Approval to Bridge Div. 1/25/60
C. G. S.

NOTED
C. G. SWENSON

MEMO TO J. W. NASH
1/22/60

NOTED
V. R. JONES

NOTED
John F. Hagemann

NOTED
Harold C. Ayers

FAS 860, LANE COUNTY

TERMINI: Bridge over Willamette River north of Eugene and east of Santa Clara, and two overflow bridges 0.1 and 0.6 miles east of Willamette River Bridge.

PROPOSED WORK: Construct one steel and concrete bridge 620' long and two concrete bridges, one 162' long and one 135' long.
(Willamette River (Santa Clara) Bridge & Overflow Structures)

LENGTH: 0.17 mile.

COSTS	TOTAL	FEDERAL	STATE	OTHER
CONSTRUCTION:	$493,000	$296,000	$98,500	$98,500 (Co.)

EXISTING FACILITY: Located line only, no existing road.

ADJACENT SECTIONS: Being constructed by Lane County through 24' wide asphaltic concrete pavement with 4' wide inside shoulder and 8' wide outside shoulder as part of an eventual 4-lane divided facility. Two lanes as described above will be constructed between FAS 219 and 210 during 1960 and 1961 so as to be in use at the same time as the proposed bridges. The balance of the route, including the eventual 4-lane facility, will be constructed as funds become available and traffic volumes warrant.

PROJECT DATA: Construct a bridge over the Willamette River consisting of a 55' R.C.D.G., 160' - 190'-160' steel deck girder spans, 55' R.C.D.G., having a horizontal clearance of 30' with $3\frac{1}{2}$' sidewalks on each side. Also construct two R.C.D.G. bridges over overflow channels, one 162' long and one 135' long, both having a horizontal clearance of 36'. Roadwork to be constructed by Lane County as described under "adjacent sections."

ROW WIDTH:	120' minimum.
MINIMUM DESIGN STANDARDS:	No exceptions.
ACCESS CONTROL:	Limited access.
RR XING:	None.
SYSTEM ACTION:	None required.
PUBLIC HEARING:	None required.
UNUSUAL OR COMPLICATED SITUATIONS:	None.

NOTED
JOHN D. GRAHAM

FAS 860 is a peripheral route skirting the northerly portion of the Eugene-Springfield urban area. It is part of the long-range main county road arterial system developed by the Lane County planning commission in conjunction with the Board of County Commissioners after considerable research and study. When completed, it will connect FAP Route 3 from a point approximately 2 miles north of Eugene with FAI 1 north of Eugene and with FAP 5 in Springfield.

JFH:mm

NOTED
C. G. SWENSON

Salem, Oregon
January 22, 1960

NOTED
Harold C. Ayers

Mr. Ivan Merchant
OFFICE

Willamette River Bridge and
Overflow Structures
FAS 860, Lane County

NOTED
V. R. JONES

It was noted that the detail map in connection with the subject named county FAS project indicated an 8' X 4' RCBC at approximately station 217+30 in addition to the two pile trestle overflow structures. As no one I was able to contact in the bridge division seemed to know whether this RCBC was to be included in the FAS project, I contacted the county and was advised that the county would construct this culvert as part of its grading work. The FAS project will be for the Willamette River Bridge and two overflow bridges only.

John F. Hagemann
Assistant County & City Relations Engineer

JFH:mm

NOTED
JOHN D. GRAHAM

NOTED
V. R. JONES

October 29, 1959

RECEIVED
1959

NOTED
Harold C. Ayers

Mr. W. C. Williams
State Highway Engineer
State of Oregon
State Highway Building
Salem, Oregon

Att: Mr. Ivan D. Merchant
Bridge Engineer

Re: Willamette River Bridge
FAS 866

Dear Sir:

Enclosed is a copy of letter from the District Engineer, Corps of Engineers requesting application for license to cross their revetment on the right bank.

If there is an encroachment on or over their easement, we should appreciate your drafting the required application for the signature of our Commissioners and furnishing us with the necessary drawings to accompany the application.

Very truly yours,

H. O. Walberg
Administrator

By HO Strombom

H. O. Strombom
Ass't Administrator

HOW-HOW/hw
Encl: 1
cc: County Commissioners
Mr. C. G. Swenson
County-City Relations Engr.

U S ARMY ENGINEER DISTRICT, PORTLAND
CORPS OF ENGINEERS
628 PITTOCK BLOCK
PORTLAND 5, OREGON

25 NPPRO NPT 285/11
Flood Control - General

20 October 1959

Board of County Commissioners
Lane County Court House
Eugene, Oregon

Dear Sirs:

It has been brought to our attention that a public notice dated October 13, 1959, advises that the Board of County Commissioners, Lane County, has submitted plans to construct a highway bridge over the Willamette River approximately 4.2 miles downstream from Eugene.

It is our belief that the proposed bridge will cross a location known as the Lower Goodpasture Bank Protection Site on the right bank of the river and on which there is a flood control revetment. The easements required for the right-of-way for this project were acquired in the name of the United States of America.

You are hereby advised, that should the proposed bridge be within our right-of-way limits, it will require a license approved by this office. Your application for such license should be accompanied by drawings showing the details of the right abutment of the bridge with respect to the revetment. It is suggested that no work be undertaken until a mutually satisfactory agreement has been reached.

Very truly yours,

W. L. WINEGAR
Colonel, Corps of Engineers
District Engineer

OFFICE OF
COUNTY HIGHWAY ADMINISTRATOR
LANE COUNTY, OREGON
1820 ROOSEVELT BLVD. — P. O. BOX 3186
EUGENE, OREGON

H. O. WALBERG
ADMINISTRATOR AND
COUNTY ENGINEER

H. O. STROMBOM
ASSISTANT

October 16, 1959

RECEIVED
OCT 1[illegible] 1959

Mr. W. C. Williams
State Highway Engineer
State of Oregon
State Highway Department
Salem, Oregon

Re: Willamette Bridge

Attention Mr. C. G. Swenson:

Dear Sir:

Reference is made to the application to the U. S. Corps of Engineers for permit to construct the Willamette River Bridge.

Mr. Myrom, Project Engineer for the Corps of Engineers in Eugene, called our office inquiring if there will be any encroachment on their rock revetment by the bridge construction.

He thought that the line misses the revetment on the west bank, but may encroach on the east bank revetment. He suggested that, if there is any encroachment, their District Engineer's Office in Portland should be so advised.

Since we have no knowledge as yet of the pier or abutment locations, we felt that your office should be advised of this in order that you may take whatever action you deem necessary.

Very truly yours,

H. O. Walberg
Highway Administrator

HO Strombom

H. O. Strombom
Assistant Highway Administrator

HOW/HOS:pic

OFFICE OF
COUNTY HIGHWAY ADMINISTRATOR
LANE COUNTY, OREGON
1880 ROOSEVELT BLVD. — P. O. BOX 3156
EUGENE, OREGON

H. O. WALBERG
ADMINISTRATOR AND
COUNTY ENGINEER

H. O. STROMBOM
ASSISTANT

August 20, 1959

Re: Peripheral Road
Typical Section

W. C. Williams
State Highway Engineer
Salem, Oregon

Attn: C. G. Swenson, Engr.

Dear Mr. Williams:

Enclosed is the typical section for use on the peripheral road. The minimum width of the right-of-way is to be 120 feet and additional width will be obtained where necessary.

When the profile grade for the Willamette bridge is determined, by approval from the U. S. Army Engineers, we would like to be notified so we can, in turn, determine the right-of-way width for the area in and near each end of the bridge.

Very truly yours,

H. O. Walberg

H. O. Walberg
Administrator

RECEIVED
AUG 2[illegible] 1959

HOW:mk
Encl.

Note: You will probably note that
[illegible] through [illegible]
[illegible] outside [illegible]
[illegible]
They will [illegible]
[illegible]
I hope [illegible] will
[illegible] H.O.W.

OFFICE OF
COUNTY HIGHWAY ADMINISTRATOR
LANE COUNTY, OREGON
1820 ROOSEVELT BLVD. — P. O. BOX 3156
EUGENE, OREGON

H. O. WALBERG
ADMINISTRATOR AND
COUNTY ENGINEER

H. O. STROMBOM
ASSISTANT

August 12, 1959

Re: Proposed Willamette River
Bridge Peripheral Road

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Attn: C. G. Swenson

Dear Mr. Williams:

As a matter of record a meeting was held today by Mr. Paxton and Mr. Haggeman and the Lane County Board of Commissioners relative to the proposed Willamette River bridge.

It was decided not to use the 2-265' spans from the Columbia River structure. The plate girder bridge originally proposed with 30' roadway and 3½' sidewalks on each side was agreed upon as previously determined.

A typical section of the proposed roadway was requested by Mr. Paxton and it is enclosed.

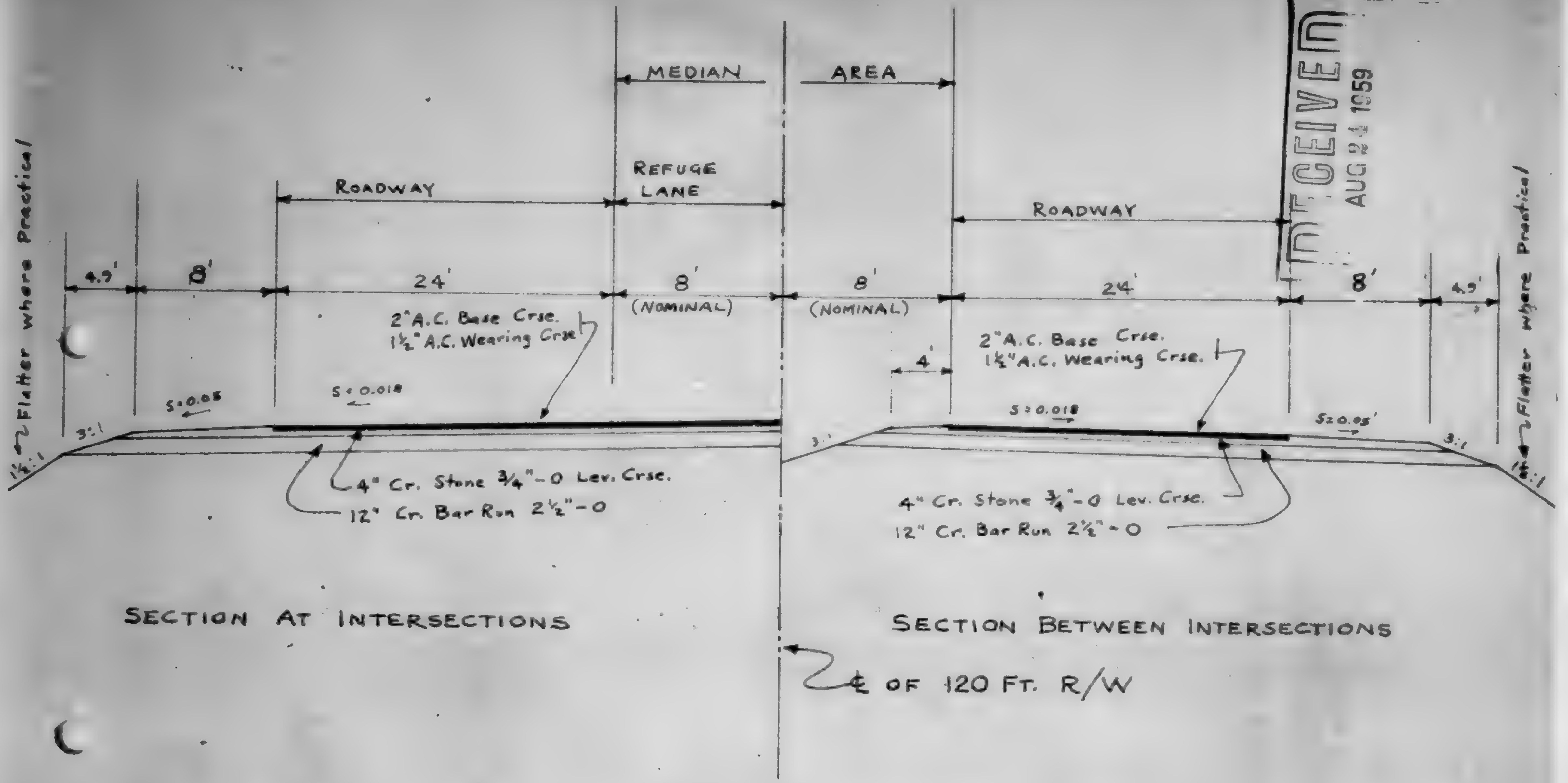
Very truly yours,

H. O. Walberg

H. O. Walberg
Administrator

RECEIVED
AUG 24 1959

HOW:mk
cc: Brd of Comm.
Encl: 1



RECEIVED
AUG 24 1959

TYPICAL ROADWAY CROSS-SECTIONS – NORTH PERIPHERAL RD.

LANE COUNTY HIGHWAY DEPARTMENT

APRIL 27, 1959 SCALE: 1" = 10' H.O.W.

U.S. 99 TO PACIFIC FREEWAY SECTION

NOTED
V. R. JONES

NOTED
Harold G. Ayers

FORM E-30X—97,900—8-57—1477

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
November 10, 1958

NOTED
JOHN D. GRAHAM

To: Mr. Tom Edwards
OFFICE

SUBJECT: Willamette River Bridge
County FAS 860
Lane County

RECEIVED
[illegible] 1958
ENGINEER
COUNTY & CITY RELATIONS

On November seventh a conference was held with Mr. Walberg, Lane County Road Administrator, and other county engineering personnel regarding the subject named County FAS project which was approved for construction with available Lane County FAS funds by the Highway Commission on October 23.

The results of this conference were as follows:

1. Lane County will complete the location survey for that portion of FAS 860 extending from the Junction City-Eugene Highway to Coburg Road.
2. Upon completion of the location survey the field data will be made available to the highway department and highway department engineering personnel will prepare vicinity maps and make special studies (hydraulics, test borings, etc.) as required to design a structure over the Willamette River and overflow structures as required on each side of the main Willamette River Bridge.
3. From this data the main structure and overflow structures will be designed for construction with FAS funds.
4. All road work will be constructed by Lane County.
5. It is anticipated the Willamette River Bridge will be two-lane, 30' wide clear roadway with 2' wide protector curbs; however, confirmation of this design must be obtained from the Lane County Board of Commissioners by Mr. Walberg.

If you have not already done so, a survey order to cover preliminary engineering to be done by the state should be prepared. It is suggested that this order provide at least $12,000 to cover special studies and design.

Mr. Putnam, Assistnat Division III Engineer, attended the meeting and is familiar with the conclusions reached.

G. S. Paxson
Assistant State Highway Engineer

GSP:cg

cc: Ivan Marchant
C. G. Swenson ✓

NOTED
C. G. [illegible]

NOTED
V. R. JONES

NOTED
Harold C. Ayers

November 3, 1958

Mr. H. O. Walberg
Lane County Highway Administrator
Box 3156
Eugene, Oregon

(FAS 860)

Dear Mr. Walberg:

Since talking with you last week I have proceeded along the lines discussed and arranged for appropriate highway department personnel to meet with you on Friday, November 7, to discuss the proposed Willamette River Bridge to be constructed with Lane County FAS funds.

Unless you advise otherwise we will plan to be in your office at the Lane County Shops at approximately 10:00 A.M. this coming Friday.

Very truly yours,

W. C. Williams
State Highway Engineer

By

John F. Hagemann
Assistant County and City Relations Engineer

JFH:mm

cc: G. S. Paxson
Tom Edwards
Ivan Merchant

NOTED
JOHN D. GRAHAM

NOTED
C. G. SWENSON

LANE COUNTY
PROPOSED PROJECT

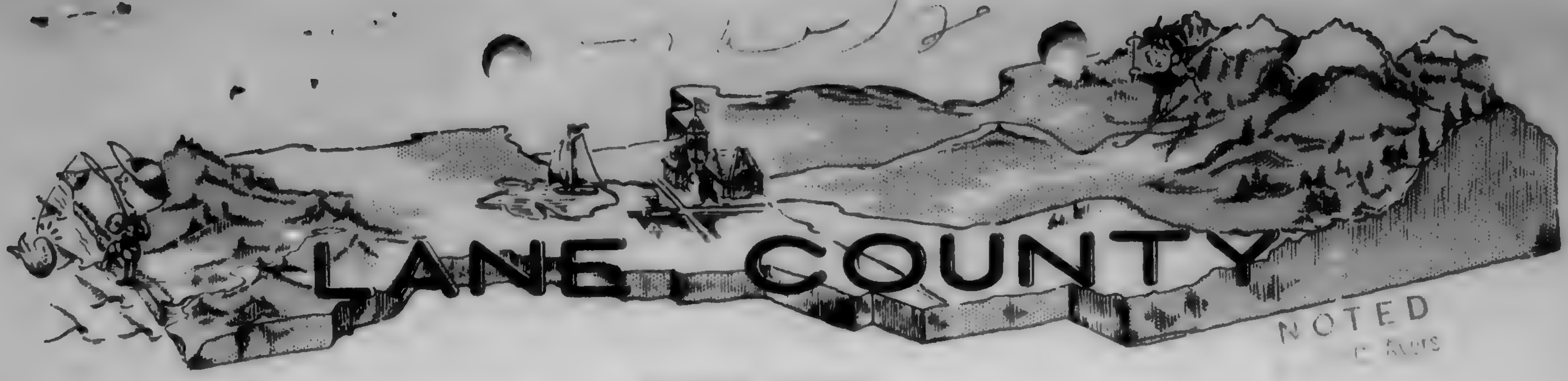
FAS 860 - Willamette River Bridge, $515,000. This bridge will be on a new location crossing the Willamette River north of Eugene and east of Santa Clara.

The proposed project is to construct a new bridge across the Willamette River as a part of the Peripheral Road, FAS 860, which Lane County proposed for future construction. Lane County has a tentative location for the entire peripheral route and intends to construct in connection with the bridge those portions of road as required to tie the proposed bridge into existing north-south roads. The FAS project will be for the structure only. Conferences with representatives of the Lane County Road Department will be required to determine the exact location and construction details.

Additional funds will be provided by Lane County as required for construction of the bridge. As the design of this bridge and required U. S. Engineer hearings are expected to require a rather extensive period of time this project has been scheduled as a fiscal year 1961 project (calendar years 1959 or 1960); however, the location and design should be started as soon as possible and proceed as rapidly as possible.

58-g
10/3/58

10/23/58: Comm approved



NOTED
C. [illegible]

EUGENE, OREGON

BOARD OF COUNTY COMMISSIONERS
RALPH PETERSEN
KENNETH NIELSEN
ROBERT W. STRAUB

NOTED
V. R JONES

September 30, 1958

Mr. W. C. Williams
State Highway Engineer
State Highway Department
Salem, Oregon

Attn: Mr. John F. Hagemann
Ass't County-City Rel. Engr.

Dear Sir:

Reference is made to your letter of September 26, 1958, regarding available FAS funds for the fiscal year 1960 and 1961 period.

This is to advise that we desire to combine both fiscal year funds into one project, namely the Willamette River Bridge on the Peripheral Road, FAS Route number 860.

Very truly yours,

BOARD OF COUNTY COMMISSIONERS

Ralph Petersen
Kenneth Nielsen
Robert W Straub

NOTED
JOHN D. GRAHAM

NOTED
C. G. SWENSON

PNS/mk

RECEIVED
OCT 2 1958
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
OCT - 2 1958
COUNTY [illegible]

NOTED
V. R. JONES

NOTED
Harold C. Ayers

September 26, 1958

Mr. H. O. Walberg
Lane County Highway Administrator
1820 Roosevelt Boulevard
Eugene, Oregon

NOTED
John F. Hagemann

Dear Mr. Walberg:

For your information FAS funds available to Lane County for the fiscal year 1960 and 1961 period are as follows:

Apportionment for fiscal year 1960 as per attached tabulation	$265,000
Less over-run fiscal year 1959 funds	15,000
Balance available fiscal year 1960 funds	$250,000
Fiscal year 1961 funds (estimate)...............	265,000
TOTAL FOR TWO YEAR PERIOD	$515,000

The above figures represent total funds including approximately 60% federal, 20% state, and 20% county funds. The over-run of fiscal year 1959 funds resulted from the actual cost of the Mohawk River Bridge on FAS 228 exceeding the contract authorization. As final costs for the Knowles Creek Bridges (3) and the grading project on the Knowles Creek section of FAS 238 become available the figure for fiscal year 1959 will be adjusted accordingly.

Fiscal year 1960 funds are available for contracting at the present time. Fiscal year 1961 funds are expected to be available approximately one year from now.

It would be appreciated if you would take up the matter of selecting projects for construction with these funds with your Board of Commissioners and advise this office of any decisions arrived at. If the Board should select the Willamette River Bridge project or any other major project, both fiscal year funds could be combined under one project.

Very truly yours,

W. C. Williams
State Highway Engineer

NOTED
JOHN D GRAHAM

NOTED
C. G. SWENSON

By: John F. Hagemann
Assistant County & City Relations Engineer

JFH:mm

NOTED
V. R. JONES

NOTED
Harold C. Ayers

September 26, 1958

Mr. H. O. Walberg
Lane County Highway Administrator
1820 Roosevelt Boulevard
Eugene, Oregon

NOTED
John F. Hagemann

Dear Mr. Walberg:

For your information FAS funds available to Lane County for the fiscal year 1960 and 1961 period are as follows:

Apportionment for fiscal year 1960 as per attached tabulation	$265,000
Less over-run fiscal year 1959 funds	15,000
Balance available fiscal year 1960 funds	$250,000
Fiscal year 1961 funds (estimate)..............	265,000
TOTAL FOR TWO YEAR PERIOD	$515,000

The above figures represent total funds including approximately 60% federal, 20% state, and 20% county funds. The over-run of fiscal year 1959 funds resulted from the actual cost of the Mohawk River Bridge on FAS 228 exceeding the contract authorization. As final costs for the Knowles Creek Bridges (3) and the grading project on the Knowles Creek section of FAS 238 become available the figure for fiscal year 1959 will be adjusted accordingly.

Fiscal year 1960 funds are available for contracting at the present time. Fiscal year 1961 funds are expected to be available approximately one year from now.

It would be appreciated if you would take up the matter of selecting projects for construction with these funds with your Board of Commissioners and advise this office of any decisions arrived at. If the Board should select the Willamette River Bridge project or any other major project, both fiscal year funds could be combined under one project.

Very truly yours,

W. C. Williams
State Highway Engineer

NOTED
JOHN D. GRAHAM

NOTED
C. G. SWENSON

By: John F. Hagemann
Assistant County & City Relations Engineer

JFH:mm

S-448(1) Harrisburg-Alford Jct. 1960
Pav. Proj. on Diamond
#5755 Hill Rd.

C&A
2242
6-21-60

OREGON STATE HIGHWAY DEPARTME

INVOICE

NOTED
C. G SWENSON

DATE	BILLING REQ. NO.	YOUR ORDER NO.	CREDIT DISTRIBUTION
6-28-61	CC-700		522-1001-297

Contract 5755
S-448(1)

Linn County
County Court
Albany, Oregon

INVOICE NUMBER
70179

MAKE CHECKS PAYABLE TO
THE OREGON STATE HIGHWAY DEPARTMENT

SEND REMITTANCE TO:
OREGON STATE HIGHWAY DEPARTMENT
STATE HIGHWAY BUILDING
SALEM, OREGON

DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE
Final billing: Harrisburg-Alford Junction Section, FAS 773. Covered by agreement dated June 4, 1960.			
Original advance deposit		$ 7,700.00	
Less amount previously transferred		6,000.00	
			$ 1,700.00
County share costs as per attached statement		$ 6,880.67	
Less amount previously transferred		6,000.00	880.67
To be refunded			$ 819.33

RECEIVED
JUN 28 1961
ENGINEER
COUNTY & CITY RELATIONS

ACKNOWLEDGMENT OF [illegible] REQUEST

Cash Received with Request $

By

A 150 (REVISED 7-60)

FORM E-123-X 50M 1-61

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

June 29, 1961

Linn County Court
Courthouse
Albany, Oregon

Gentlemen:

Final costs are now available for the following contracts as shown in the attached cost statements:

FAS	Contract #	Section	Agreement Date	Refund
228	5603	Brush Creek Bridge	1/11/60	$310.55
576	5748	Albany-Grand Prairie	6/4/60	328.98
772	5544	Muddy Creek Bridge	7/14/59	154.83
773	5755	Harrisburg-Alford Junction	6/4/60	819.33

File

In accordance with the respective agreements, these refunds are due the County and will be made by our accounting division within the next few days.

Very truly yours,

W. C. Williams
State Highway Engineer

By

V. R. Jones
County and City Relations Field Engineer

VRJ:mm
Att.

RECEIVED
OCT 10 1960

FOR FILING
J-444 (1)

5755

4

October 6, 1960

General Insurance Co. of America
Portland Service Office
209 SW 4th Avenue
Portland 4, Oregon

Gentlemen:

State Highway contract #5755 for paving the Harrisburg-Alford Jct. Section of the Diamond Hill Road in Linn County was completed by the contractor, Roy L. Houck Sons' Corp., on July 18, 1960, and was formally accepted by the Highway Commission on August 18, 1960.

Final payment in the amount of $1,011.13 will be released to the contractor on or after October 17, 1960. The total contract amount is $33,984.93, of which amount $280.58 represents force account items.

The State is not aware of any unpaid claims for labor or materials and assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor on this project.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

by:
C. W. Head, Assistant Secretary

ds

Mo...Transaction No. RECEIVED AUG 21 1960	For -2 (5-29-57) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	.te **Oregon**
Project Report No. FOR FILING S-448 (1) 5755	**FEDERAL-AID PROJECT AGREEMENT**	County **Linn**
		Project No. **S-448(1)**

The State, through its Highway Department, having complied with the terms and conditions set forth in the Federal-Aid Road Act, approved July 11, 1916 (39 Stat. 355), as amended and supplemented, and in the Regulations issued pursuant thereto by the Secretary of Commerce, relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein.

Project termini **Co. Rd. Harrisburg east 1.7 miles (Harrisburg-Alford Spur Section)**

Project classification or class of work	Effective date of authorization	Approximate length
Highway planning		
Preliminary engineering		
Rights-of-Way		
Construction	4-1-60	1.7
Other *(Specify)*		

FUNDS

Estimated total cost of project $ 37,614	Federal funds $ 22,300

The State further stipulates that pursuant to said Act and Regulations, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By
State Highway Engineer
(title)

By
(title)

By
(title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

~~XX~~ **C. G. Polk**
By
Division Engineer
By: **R. C. Wright**
Administrative Manager

Date executed by Division Engineer **August 22, 1960**

USComm-DC 11169

August 17, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding two copies of project agreement, signed by the Highway Commission, for the Harrisburg-Alford Jct. Section, Project No. S-448(1).

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

RWC:bb

July 26, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding four copies of estimate as a basis for project agreement for the Harrisburg-Alford Junction Section, Project No. S-448(1).

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

RMC:sw

Enc.

Oregon State Highway Department

Federal Aid Secondary
Project No. S-448(1)

HARRISBURG-ALFORD JCT. SECTION OF THE

DIAMOND HILL ROAD IN LINN COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, July 26, 1960

Work Code 6201
Roadway (Sta. 1+19.60 to Sta. 91+55)(Contract No. 5755)

1½" - 0 Material in Base	330	cu.yds.	$ 2.00	$ 660.00
3/4" - 0 Material in Base	1,250	cu.yds.	2.00	2,500.00
Sprinkling	40	M-gals.	2.50	100.00
Preparation of Base	1.71	miles	500.00	855.00
3/4" - 0 Material in Binder Course	12	cu.yds.	2.50	30.00
SS-2 Asphalt	6	tons	50.00	300.00
Class "B" Asphaltic Concrete	5,700	tons	5.00	28,500.00
Extra for Paving Approaches	40	only	25.00	1,000.00
				$33,945.00
Flagging (57½% of Contractor's Cost)	All Required			250.00
	Subtotal			$34,195.00
	10% Engr. & Cont.			3,419.00
		Total		$37,614.00

Length of Roadway . . . . 1.711 Miles
Cost of Roadway Per Mile. $21,983.63

Federal Funds -	$22,500.00
State Funds -	7,557.00
County Funds -	7,557.00
	$37,614.00

State Funds for Const: Chap. 175, laws 1917; Chap. 31, laws 1920;
Chap. 529, laws 1939.

Funds for Maint: Chap. 529, laws 1939

Note: Necessary funds have been deposited by Linn County with the Highway Department.

RECEIVED
[illegible] 1960
FOR FILING
5-444 (1)
5755

14

OREGON STATE HIGHWAY DEPARTMENT
STANDARD ROAD ROUGHNESS INDICATOR REPORT

Construction Division

Section **Harrisburg-Alford Jct.** Highway **Diamond Hill Road**

County **Linn** MP______ to MP________ Contractor **R. Houck**

Resident Engineer **S. F. Walters** Inspector________________

Date Completed **August, 1960** Date Reported **August 12, 1960**

Type and Thickness of Wearing Surface **3½" B** A. C.____Oil Mat__________Seal.

N, S, [✓ E,] W from MP or Sta.________
City Limits

Mile	Wheel Count	Roughness Total	Roughness Per Mile	Test Run On Top	Test Run On Base	Test Run On Seal
1	750	85	85			
2	1150 ~~[illegible]~~	133=	90			
3	2250					
4	3000					
5	3750					
6	4500					

Average Roughness Per Mile **87.5"**

N, S, E, [✓ W] from MP or Sta.________
Powerline Road

Mile	Wheel Count	Roughness Total	Roughness Per Mile	Test Run On Top	Test Run On Base	Test Run On Seal
1	750	89	89			
2	1176 ~~1500~~	144=	96			
3	2250					
4	3000					
5	3750					
6	4500					

Average Roughness Per Mile **92.5"**

Remarks: **Has bouncing effect on 3/4 t. P.U.**

To 75	- Good
75-100	- Fair
Over 100	- Poor

CC: Deputy Highway Engineer
Construction Engineer
Division Engineer
Resident Engineer
Laboratory
Bureau of Public Roads

Mel Jacobsen
Operator

NOTED.
FORREST COOPER

RECEIVED
FORM E-129
AUG 10 1960
FOR FILING

S-441P(1)

5755

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

August 9, 1960

Roy L. Houck Sons' Corp.,
1585 20th St. NE
Salem
Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission:

> Contract #5755, awarded July 18, 1960, for paving the Harrisburg-Alford Jct. Section of the Diamond Hill Road in Linn County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

de
Encl.

OREGON STATE HIGHWAY DEPARTMENT

INVOICE

DATE 7/27/60	BILLING REQ. NO. cc 635	YOUR ORDER NO.	CREDIT DISTRIBUTION 522-1001-297

NOTED
H. S. COX

INVOICE NUMBER 65839

NOTED
Harold C. Ayers

Linn County
Albany, Oregon

Attn: County Court

MAKE CHECKS PAYABLE TO
THE OREGON STATE HIGHWAY DEPARTMENT

SEND REMITTANCE TO:
OREGON STATE HIGHWAY DEPARTMENT
STATE HIGHWAY BUILDING
SALEM, OREGON

DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE
Advance Deposit			$7,700.00
Partial transfer county advance deposit for Harrisburg-Alford Junction Section, FAS 773. Covered by agreement dated June 4, 1960			6,000.00
To be retained			$1,700.00

ACKNOWLEDGMENT OF BILLING REQUEST
Cash Received with Request: $________________
By ______________________________

A 150X (REVISED 5-60)

NOTED
Harold C. Ayers

NOTED
H. S. COX

NOTED
C. G [illegible]

July 21, 1960

Linn County Court
Courthouse
Albany, Oregon

NOTED
Harold C. Ayers

Gentlemen:

This is to acknowledge receipt of your advance deposit in the amount of $28,600 for the Albany-Grand Prairie, Brewster-Lebanon, and Harrisburg-Alford Junction Sections on FAS 576, 212, and 773 respectively. Contracts 5748, 5749, and 5755 have been awarded to Morse Brothers and Roy L. Houck & Sons' Corporation.

Enclosed are copies of the contracts for your files and also an additional set of plans and specifications for each project. If you should need additional plans or specifications, please advise and they will be furnished promptly.

Very truly yours,

W. C. Williams
State Highway Engineer

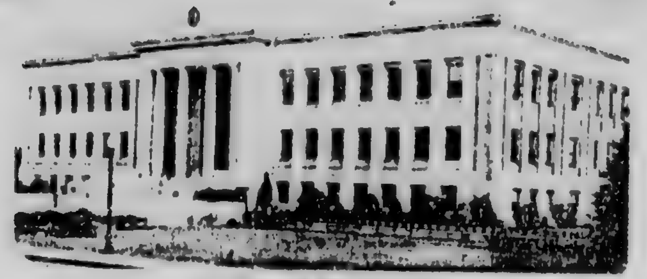
By

H. S. Cox
Assistant County & City Relations Engineer

HSC:mm
Encl.

FLOYD D. JENKS
COMMISSIONER

BURL INGRAM
COMMISSIONER



E. G. ARNOLD
COUNTY JUDGE, LINN COUNTY
ALBANY, OREGON

July 7, 1960

Oregon State Highway Commission
W.C. Williams, State Highway Engineer
Attention: H. S. Cox, Assistant
County and City Relations Engineer
Salem, Oregon

Gentlemen:

Enclosed you will find our warrant in the sum of $28,600 as per your billing to us in this amount, and the same is to cover cooperative cost in the Albany-Grange-Prarie and Brewster-Lebanon section and the Harrisburg-Alford-Junction section.

Yours very truly,

Linn County Court

E. G. Arnold
County Judge

Floyd D. Jenks
County Commissioner

Burl Ingram
County Commissioner

EGA:mh
Enc.

RECEIVED
[illegible]

FORM E-129-X 50M 6-50

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

July 1, 1960

Linn County Court
Courthouse
Albany, Oregon

File this

Gentlemen:

On June 30 a satisfactory bid was received from Morse Brothers of Lebanon for paving of the Albany-Grand Prairie Section and the Brewster-Lebanon Section of FAS 576 and 212. A satisfactory bid was also received from Roy L Houck of Salem for paving the Harrisburg-Alford Junction Section of FAS 773. As per the agreements between county and state, the following advance deposits are required of the county prior to awarding of the contracts:

Deposited 7-7-60 See FAS 212

Albany-Grand Prairie & Brewster Lebanon Sections	
Bid Items	$ 92,102.00
Anticipated Additional Item Flagging	700.00
	$ 92,802.00
Engineering & Contingencies, 12½%	11,600.25
Estimated Total Cost............	$104,402.25
County Advance Deposit: 20% of $104,402.25	$ 20,880.45
Harrisburg-Alford Junction Section	
Bid Items	$ 33,945.00
Anticipated Additional Item Flagging	250.00
	$ 34,195.00
Engineering & Contingencies, 12½%	4,274.38
Estimated Total Cost............	$ 38,469.38
County Advance Deposit: 20% of $38,469.38	$ 7,693.88
TOTAL ADVANCE DEPOSIT	$ 28,574.33 - say $28,600

Please make this advance deposit by means of a check or warrant payable to the Oregon State Highway Commission in the amount of $28,600, forwarding same to this office.

Very truly yours,

W. C. Williams
State Highway Engineer

HSC:mm

By: H. S. Cox
Assistant County & City Relations Engineer

A

RECEIVED
JUL [illegible] 1960
FOR FILING
S-448(1)

5755

July 25, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on July 18, 1960, on Contract No. 5755, Harrisburg-Alford Jct. Section, in Linn County, in connection with Federal Aid Project No. S-448(1).

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

DBP:bb

cc: Clarence G. Swenson

RECEIVED
JUL 25 1960
FOR FILING

S 448(1)

5755

A

July 25, 1960

Mr. C. O. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was started on July 6, 1960, on Contract No. 5755, Harrisburg-Alford Jct. Section, in Linn County, in connection with Federal Aid Project No. S-448(1).

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

DBP:bb

Form E-1—(Rev.)—

S-448 (1)

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending July 23, 1960, 19

Section Harrisburg-Alford Junction

Kind of work Paving

Highway Diamond Hill Road County Linn

Section prefix 522-1001

Contractor Roy L. Houck Sons Corp

Contract number 5755

Date of contract July 18, 1960, 19

Specified work days 50

Date work started July 6, 1960, 19

Work days used 0

Project authorization $ 38,469.38

Exclusive of engineering $ 35,733.78

Per cent of time elapsed 0 %

Estimated cost of completed project, exclusive of engineering $ 37,000

Estimated per cent overrun or underrun %

Per cent of contract completed, based on estimated cost 100 %

Engineering authorization $ 2,735.60

Engineering cost to date $ 800, 29 %

Date project was completed July 18, 1960, 19

ESTIMATED PER CENT COMPLETE

CLEARING	DRAINAGE	GRADING	STRUCTURES	BASE	OIL AND/OR PAVE.	MAT'L PROD.
				100	100	

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, etc.:

Contractor worked one day only this week completing placing driveways and placing shoulder material.

Project completed.

NOTED

CONSTRUCTION DIVISION
RECEIVED
JUL 25 1960
NOTED- CE ACE ACE CCE

NOTED
C. E. PAULSEN

Signed

Address Box 324, Albany

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					1.71
Miles partially completed					
Miles completed					1.71
Total estimated quantities (contract)		1,580			5,700
Total quantities corrected to date		2,158			5,407
Estimated quantities moved or placed to date		2,158			5,407
Average daily quantities		180			902
Average daily quantities necessary to complete project on time		complete			complete
Number shifts per day		1			
Hours per shift		8			
Average force on project for week		6			

Men	3
Supervision	2
Men and trucks under 3 tons	
Men and trucks over 3 tons	1
Men and tractors	

Equipment used during week: Shovels ...., Power graders 1......, Rollers .....1..., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Compaction rollers ...., water wagon1, ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Fiar all week		
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

RECEIVED
JUN 27 1960
FOR FILING

S-448(1)

5755

Salem, Oregon
June 21, 1960

MISC. CONTRACTS and
AGREEMENTS No. 2242

FAS Project Agreement
Linn County

Mr. C. G. Swenson
Engineer, City & County Relations
Office

Attention: Mr. John D. Graham
County & City Relations Office Engr.

Attached is a conformed copy of an agreement with Linn County covering the Harrisburg-Alford Junction Section of FAS 773 in Linn County.

A fully executed copy of the above agreement has been retained in this office for the Commission's files and one fully executed copy has been sent to the County Court of Linn County.

Ass't. Secretary

FM
Attach: 1

FORM E-30X 50M 7-59 22129

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 14, 1960

SUBJECT: FAS Project Agreement
Linn County

To: Mr. G. S. Paxson
OFFICE

Attached are three copies of an agreement covering the Harrisburg-Alford Junction Section of FAS 773 in Linn County. Two copies have been executed by the Court and are now ready for signature by the Highway Commission. Both copies require your signature of approval.

This project was approved 1/28/60.

John D. Graham
John D. Graham
County & City Relations Office Engineer

JDG:mm
Att.

RECOMMENDED FOR APPROVAL
G S Paxson
Assistant State Highway Engineer

AUTHORIZED BY HIGHWAY COMMISSION
DATE 1-28-60 - Min page 21
Floyd Query
Secretary

RECEIVED
JUN 22 1960
FOR FILING

CS-448(1)

5755

file

June 21, 1960

County Court of Linn County
Court House
Albany, Oregon

Gentlemen:

We are enclosing for the records and files of Linn County a fully executed copy of an agreement between the State Highway Commission and Linn County covering the Harrisburg-Alford Junction Section of FAS 773 in Linn County.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

rn
Enc.

RECEIVED
1960
FOR FILING
J 44801
[illegible]

2-8-60

LOCATION PROSPECTUS
HARRISBURG-ALFORD JUNCTION SECTION
HARRISBURG-DIAMOND HILL ROAD
FAS 773 - LINN COUNTY

The following prospectus is submitted concerning the above-mentioned section of the Harrisburg-Diamond Hill Road, which is a county road on the Federal Aid Secondary System. The westerly terminus is at the northerly city limits of Harrisburg. The easterly terminus is at the junction of FAS 773 with the Alford South county road. The overall length of the project is 1.7 miles.

This will be an office location (from maps and profiles furnished by Linn County) to prepare plans, specifications and estimates for paving. The town of Harrisburg is at the westerly end of the project.

Soils investigation will be conducted. Special drainage studies are not required. An economic analysis is not needed at this time.

The existing (1958) ADT is 400 and the projected (1978) ADT is 1,000. (Traffic is expected to increase when the Diamond Hill Section of Interstate Highway No. 5 is opened.) This will be a Class "C"-70 highway with a maximum grade and curvature of 0.5 per cent and 4 degrees respectively. The typical section will consist of a 22-foot traveled way with 4-foot untreated shoulders. State and Federal standards for this class of highway will be exceeded by use of the 22-foot traveled way. However, the project will be below minimums due to non-spiraled curves and substandard superelevation.

Rise and fall and central angle are 22 feet and 39 degrees respectively.

This will be an unrestricted access facility with one "at grade" intersection. There are no railroad or major stream crossings.

The tentative base design by G. L. Decker is:

New Work -	Paving, Base, and Wear	3½" A. C.
	Top Course, Base	2 " 3/4"-0 Crushed
	Bottom Course, Base	11 " Coarse Crushed
	Total Depth	16½"
Over Existing -	Paving, Base, and Wear	3½ A. C.

Material is available from local commercial or State-controlled sources.

Agreements with the county will be necessary.

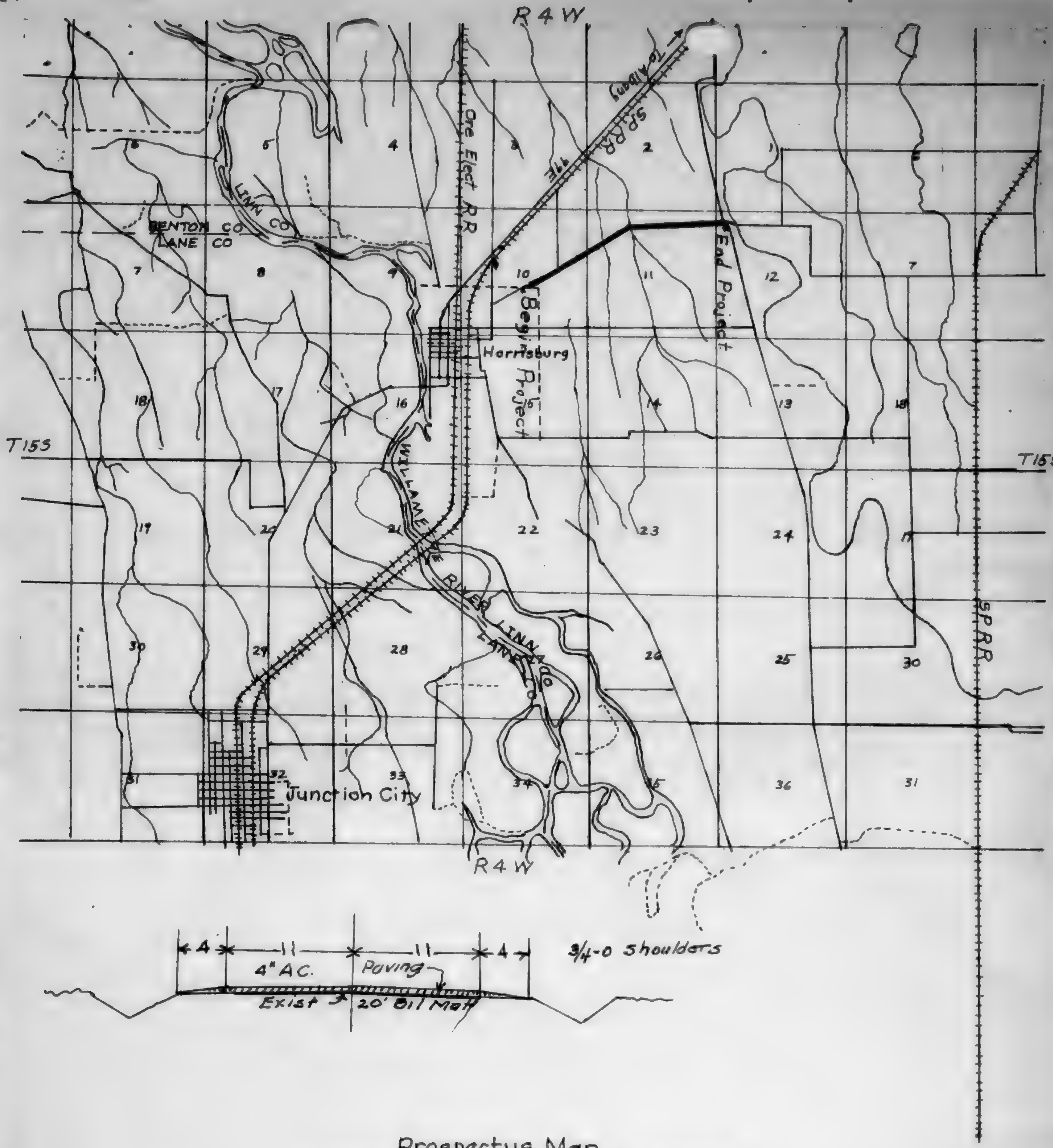
There are no State parks or roadside rest areas affected by this project.

February 8, 1960

Attach.

cc W. C. Williams ✓
Forrest Cooper
G. S. Paxson (2)
Tom Edwards
J. D. Walker (2)
S. F. Walters
C. H. Armstrong
Mark Astrup
G. K. Attig
D. J. Barbee
Jay Blair
F. B. Crandall
G. L. Decker (2)
I. A. DeFrance
R. C. Edgerton
Frank Hall
Val P. Johnson
Ivan D. Merchant
J. W. Nash
C. G. Polk
R. L. Porter
C. G. Swenson
Walter T. Wright

RECEIVED
FEB 10 1960
OFFICE OF
STATE HIGHWAY ENGINEER



Prospectus Map
Harrisburg - Alford Junction Section
Diamond Hill County Road
F.A.S. 773 - Linn County

1960

PROPOSED PROJECTS
LINN COUNTY

FAS 212, Brewster-Lebanon Section, approximately 3 miles, $70,000. This section extends from the junction of FAS 212 with FAS 213 (south end of Oregon Project S-164(2) constructed in 1957) southerly to the junction of FAS 212 with FAS 214 east of Lebanon.

The proposed project is to place an asphaltic concrete pavement 22' in width with 4' shoulders over the existing 20' bituminous pavement with approximately 6' shoulders. At present time the shoulder width is variable; however, the county will widen as required to establish the above shoulder width uniformly. Some spots on the existing pavement may require leveling prior to paving.

FAS 576, Albany-Grand Prairie Junction Section, approximately 1.3 miles, $30,000. This section extends from the Albany city limits approximately 200' north of the railroad track southerly to the junction of FAS 576 with FAS 770.

The proposed project is to construct an asphaltic concrete pavement 22' in width with 4' shoulders over the existing 19' to 20' wide bituminous wearing surface. The county will widen the existing roadway as required to permit constructing the above 30' wide finished roadway. Reflectorized cross-bucks with advance warning signs will be required at the railroad crossing.

FAS 773, Harrisburg-Alford Junction Section, approximately 1.7 miles, $35,000. This section extends from the Harrisburg city limits easterly to the intersection of FAS 773 with the Alford County Road.

The proposed project is to construct an asphaltic concrete pavement 22' in width with 4' shoulders over the existing 20' wide oil mat. The county will widen the existing roadway as required to permit construction of the above 30' wide finished roadway.

FAS 777, Diamond Hill Road-Lane County Line Section, approximately 5.7 miles, $50,000. This section extends from the junction of FAS 777 with FAS 773 (Diamond Hill County Road) southerly to the Lane County line.

The proposed project is to construct an asphaltic concrete wearing surface 2" thick and 20' in width with 4' shoulders on the grade and base prepared by Linn County in 1959. The base and leveling course for this section was originally worked up for construction as an FAS project; however, during the period we were not accepting bids the county contracted this work, using our plans and specifications. The original base and surface design anticipated a type O-11 oil mat wearing surface; however, due to favorable asphaltic concrete prices in this area the county has requested that one 2" lift of asphaltic concrete be substituted for the O-11.

FAS 214, Hamilton Creek Bridge, $13,000. This bridge is located approximately 5 miles southeast of Lebanon and carries highway department inventory number 11,964.

Approved 1/28/60

The proposed project is to replace the existing 120' P.T. bridge with a new structure having a roadway width of 26'. The new structure will be on the same location as the existing bridge and the road can be closed during construction with traffic detoured via other existing county roads. If suitable, a precast beam with poured-in-place deck on treated piles is the type of structure preferred.

Mr. Walter Larsen, Linn County Engineer, will make available plan maps for all of the paving projects. A vicinity map for the bridge site will be required from state survey crews.

The funds shown for the individual projects listed above are approximate with all projects totaling $198,000 which is the presently estimated total of FAS funds available to Linn County. This total may be adjusted as final costs for projects presently under contract become available. The funds for the individual sections may be shifted between these sections as required. The paving projects are to have first priority for construction from available funds with the remainder to be applied on the bridge project. In the event there are insufficient funds left after contracting the paving projects for construction of the bridge, it will be carried forward until additional FAS funds become available.

The projects on FAS 212 and 576 should be combined under one contract with the projects on FAS 773 and 777 combined under a second contract.

I-5-6(16) Page St.-Main St. Unit, E. 1960
301 Bank Freeway Sec., Pacific
#5756 Hwy. (Grad. & Br.) [redacted]

RECEIVED
NOV 7 1963
FOR FILING

2-5-6(1)

5756

November 6, 1963

The Aetna Casualty & Surety Co.,
Portland Service Department
300 Yeon Bldg.,
Portland 4, Oregon

Gentlemen:

A post-final payment for $6,529.23 will be made to Peter Kiewit Sons' Co., on contract #5756 for grading-rock toe embankment-detour structures on the N. Page St.-SE Main St. Unit of the East Bank Freeway Section of Pacific Highway in Multnomah County, as soon as the warrant is prepared.

The total amount paid on this contract will be $1,541,856.76, including the post-final payment. Of the total, $19,849.23 is for force account work.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: Peter Kiewit Sons' Co.,
P. O. Box 1777
Vancouver, Washington

cc: C. H. Maison
Attn.: John Herr

RECEIVED
NOV 4 1963
FOR FILING

5756

November 1, 1963

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N.E.
Salem, Oregon

Dear Sir:

This is to advise you that seeding and mulching work on the N. Page St.-S. E. Main St. Unit, East Bank Freeway Section of the Pacific Highway, Contract No. 5756, Project No. I-5-6(16)301 in Multnomah County was completed on August 31, 1962.

This work was authorized by Order for State Work No. 2 dated August 23, 1960.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

CT:mb
cc: J. W. Nash

RECEIVED
JUN 3 - 1963
FOR FILING

Salem, Oregon
June 3, 1963

N. Page St.-S.E. Main St. Unit,
Project No. I-5-6(16)301

Mr. W. T. Wright
Right of Way Engineer
OFFICE

Herewith six copies of revised construction plans sheet No. 4 for the N. Page St.-S. E. Main St. Unit of the East Bank Freeway Section, Federal-Aid Project No. I-5-6(16)301.

This sheet is for your submission to the B.P.R. in your request for disposition of right of way. The revised right of way plans will be submitted separately in the normal prescribed manner by us.

When and if they approve these sales and return one copy of said sheet, we request you return the approved plans for our official files.

L. H. Young
Office Engineer

DAR:cr
Attachments

9

RECEIVED
FEB 21 1963

FOR FILING

F-5-2(R)3-1

5756

February 21, 1963

Oregon State Highway Commission

Gentlemen:

Work was completed November 29, 1962, on Contract 5756. The contract was with Peter Kiewit Sons' Co. and was for grading, rock toe embankment, and detour structures on the North Page Street-S. E. Main Street Unit, East Bank Freeway Section of the Pacific Highway in Multnomah County.

As the contractor has completed all work according to specifications, I recommend that you accept the project effective February 20, 1963, and that you concur in this procedure at the Commission meeting on March 14.

It is assumed that if you have no objections to this action, and you do not advise me to the contrary, I may consider the matter has your approval.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc Floyd Query
R. L. Porter
Lloyd P. Shaw
Victor D. Wolfe
L. H. Young
C. H. Maison
F. D. Morgan

LPS:ajw bbc

RECEIVED
FEB 19 1963

FOR FILING

I-5-6(16)3-1
5736

Salem, Oregon
February 18, 1963

Acceptance of Contract

Lloyd F. [illegible]
Asst. Highway Engineer

OFFICE

All work on the following contract is satisfactorily completed. It is ready for acceptance by the State Highway Commission:

Contract No. 5736 with Peter Kiewit Sons' Co. for grading, rock toe embankment and detour structures on the [illegible] Unit, East Bank Freeway Section of the Pacific Highway in Multnomah County, completed December [illegible], 1962.

L. H. Young
Office Engineer

[illegible]

cc: Floyd Query
C. E. Nelson
F. D. Morgan

Form E-1—(Rev.)—

9

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

Section N. Page St.-S.E. Main St. Unit East Bank Freeway

For Week Ending February 8, 1963

Kind of work Grading, Rock Toe Emb. & Detour Strs.

Highway Pacific County Multnomah

Section prefix 626-1051

Contractor Peter Kiewit Sons' Co.

Contract number 5756

Date of contract July 19, 1960

Specified work days 70 90 160

Date work started July 7, 1960

Work days used 66 127 193

Project authorization $ 2,147,094.30

Exclusive of engineering $ 1,994,412.55

Per cent of time elapsed 94.3% 141.1% 120.6 %

Estimated cost of completed project, exclusive of engineering . . . $ 1,641,741.07

Estimated per cent ~~overrun~~ ~~or~~ underrun . . . 13.3 %

Per cent of contract completed, based on estimated cost . . . 100 %

Engineering authorization . . . $ 152,682.30

Engineering cost to date $ 220,783.30, 144.6 %

Date project was completed November 29, 1962

ESTIMATED PER CENT COMPLETE

CLEARING	DRAINAGE	GRADING	STRUCTURES	BASE	OIL AND/OR PAVE.	MAT'L PROD.
100	100	100	100	100	100	0

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, etc.:

Semi final submitted to the Division Office this week.

This is the final weekly report on this project.

NOTED

CONSTRUCTION DIVISION
RECEIVED
FEB 11 1963
NOTED ☑ CE ☑ ACE ☑ ACE ☑ ☑ COE

NOTED
LLOYD P. SHAW

Signed James Don
James Don, Resident Engineer

cc: Bureau of Public Roads

Address Portland 13, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
			Rock Toe Emb.	Backfill	Asph. Conc.
Miles in project	1.68	1.68	0.51	0.51	0.51
Miles partially completed	0	0	0	0	0
Miles completed	1.68	1.68	0.51	0.51	0.51
Total estimated quantities (contract)	471,000 CY	16,000 T	105,000 T	47,000 CY	6,100 T
Total quantities corrected to date	378,810 CY	9,933 T	68,444 T	42,441 CY	3,600 T
Estimated quantities moved or placed to date	378,810 CY	9,933 T	68,444 T	42,441 CY	3,600 T
Average daily quantities	0	0.	0	0	0
Average daily quantities necessary to complete project on time	0				
Number shifts per day	0				
Hours per shift	0				
Average force on project for week	0				

Men	0
Supervision	0
Men and trucks under 3 tons	0
Men and trucks over 3 tons	0
Men and tractors	0

Equipment used during week: Shovels 0, Power graders 0, Rollers 0, Mixers 0, Crushing or screening plants 0

Compressors 0, Bulldozers 0, Compaction rollers 0, ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	-	-	
Monday	Showers	0	
Tuesday	Cloudy	0	
Wednesday	Showers	0	
Thursday	Fair	0	
Friday	Fair	0	
Saturday	-	-	

RECEIVED
JAN 25 1963
FOR FILING

I-5-6(16)301

January 23, 1963

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N.E.
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 6 covering shoring, cribbing and excavation on the N. Page St.-S.E. Main St. Unit, East Bank Freeway Section of the Pacific Highway in Multnomah County, Contract No. 5756, in connection with Federal-Aid Project No. I-5-6(16)301.

This order was submitted for approval November 3, 1960. Copies of the original letter of transmittal and the BPR letter returning the copies for resubmittal after receipt of the Railroad agreement are attached.

We have just been advised that the agreement with the Railroad was signed January 19, 1962. Approval of the order retroactive to the date of original submission is requested.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. E. Young
Office Engineer

DEP:mmb
[illegible]

9

RECEIVED
JAN 25 1963

FOR FILING

I-5-6(16)301

January 23, 1963

Mr. A. M. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N.E.
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 5 covering clearing, grubbing and excavation on the N. Page St.–S.E. Main St. Unit, East Bank Freeway Section of the Pacific Highway in Multnomah County, Contract No. 5756, in connection with Federal-Aid Project No. I-5-6(16)301.

Clearing and grading for the Northwest Ice and Cold Storage railroad spur is in accordance with the railroad agreement as proposed in November 1960. The order was checked with Mr. Brooks of the BPR who requested that submission be held until the railroad agreement was signed. We have just been informed that the agreement was signed January 19, 1962.

Your approval of the order as of November 14, 1960, is requested.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

DBP:mmb
Enc.

RECEIVED
JAN 24 1963
FOR FILING
I-5-6(16)301

5756

January 23, 1963

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

N. Page St.-S.E. Main St. Unit
East Bank Freeway Section
Pacific Hwy., Multnomah County
Project No. I-5-6(16)301
Contract No. 5756

Dear Sir:

Reference is made to your letter dated November 20, 1962, listing conditions required for correction before acceptance of the contract work on the subject project.

Enclosed is a copy of a letter dated January 3, 1963, from Assistant Metropolitan Engineer, A. V. Benedict, listing the conditions and corrections. Your endorsement of January 21, 1963, on the copy of our letter of January 2, 1963, will be interpreted as acceptance of the contract work unless we are otherwise notified.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

DBP:bb

Enc.

cc: F. D. Morgan

RECEIVED
JAN 9 1963
FOR FILING

[illegible]
5756

January 9, 1963

Mr. C. H. Baker, Superintendent
Union Pacific Railroad Co.
2525 N. Larrabee Avenue
Portland 17, Oregon

Dear Sir:

This is to advise you that work was completed Nov. 29, 1962, on the N. Page St.-S.E. Main St. Unit, East Bank Freeway Section in Multnomah County, State Highway Contract No. 5756.

Agreement with your company is involved in connection with work on this project.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

DBP:bb

cc: C. H. Nelson
F. D. Morgan
F. B. Klaboe

RECEIVED
JAN 3 1963

FOR FILING

Salem, Oregon
January 2, 1963

Mr. F. D. Morgan
Construction Engineer

OFFICE

This is to advise you that work was completed on November 29, 1962, on Contract No. 5756, N. Page St.-S. E. Main St. Unit, East Bank Freeway Section, in Multnomah County.

We request that your office return a signed copy of this letter listing any conditions below which would prevent acceptance of the project by the Highway Commission.

L. H. Young
Office Engineer

Construction Division
Office Endorsement

Date:________________________

Conditions noted on above date:

Construction Engineer

9

RECEIVED
JAN 3 1963

FOR FILING

January 2, 1963

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on November 29, 1962, on Contract No. 5756, N. Page St.-S.E. Main St. Unit, East Bank Freeway Section, in Multnomah County, in connection with Federal-aid Project No. I-5-6(16)301.

We request that your office inspect the contract work and return a signed copy of this letter listing any conditions below which would prevent your final acceptance of the project.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. E. Young
Office Engineer

Bureau of Public Roads
Oregon Division Office Endorsement   Date:____________________

Conditions noted on above date:

A. W. Parsons
Division Engineer

DBP:lt

cc: H. S. Cox

RECEIVED
JAN 8 1963
FOR FILING

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

5821 N. E. Glisan Street
Portland 13, Oregon

[illegible]
5756 —

January 2, 1963

Mr. T. W. Ragsdale
Chief, Operations Division
U. S. ARMY ENGINEER DISTRICT, PORTLAND
Corps of Engineers
628 Pittock Block
Portland 5, Oregon

Re: Contract: 5756

Dear Sir:

This is to notify you that all work on the East Bank Freeway Section of the Pacific Highway under our contract No. 5756 with Peter Kiewit Sons' Company has been completed. Date of final acceptance was November 29, 1962.

Work under the above contract completes all filling in the Willamette River covered by your permit referenced NPP 285/70a (Will.R.-Fills)-2 and dated March 3, 1959.

Sincerely,

F. B. Klaboe
Metropolitan Engineer

By A.V. Benedict
A. V. Benedict
Assistant Metropolitan Engineer

AVB/cp

CC: L. P. Shaw
L. H. Young
Ivan Merchant
Frank D. Morgan
James Don

RECEIVED
JAN 3 1963
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JAN 2 1963
FOR FILING

I-5-6(16)[illegible]

[illegible]

December 21, 1962

Peter Kiewit Sons' Company
P. O. Box 1777
Vancouver, Washington

Gentlemen:

The State Highway Commission, at its meeting on December 20, 1962, discussed with the Engineer your request for an extension of time on Contract No. 5756. You requested 6 additional workdays within which to complete the grading, rock toe embankment, and detour structures on the N. Page Street-N. E. Main Street Unit, East Bank Freeway Section of the Pacific Highway in Multnomah County, without assessment of liquidated damages.

After considering the report, recommendation of the Engineer, and other available information, the Commission granted your request for 6 additional workdays, without assessment of liquidated damages.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

fkm

cc: A. E. Johnson
James Don
F. D. Morgan
L. H. Young
C. H. Nelson
Bureau of Public Roads

RECEIVED
DEC 14 1962

FOR FILING

5756

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
December 13, 1962

SUBJECT: **Gate Valves on Fire Mains**
N. Page St.-S. E. Main St. Section
East Bank Freeway
Contract No. 5756

To: **Mr. F. B. Klaboe**
Metropolitan Engineer
State Highway Department
5821 N. E. Glisan Street
Portland 13, Oregon

ATTENTION: Mr. A. V. Benedict

The request by the City of Portland for delivery to the Fire Bureau of the 2-1/2" gate valves on the dry fire mains on this project has been discussed with and approved by Mr. Herb Schell, Area Engineer for the Bureau of Public Roads. It is understood that the valves will be turned over to the Fire Bureau instead of being installed on the hydrants, and that the Fire Bureau will be responsible for the installation of the valves as they are needed by the firemen.

Please make arrangements for delivery of the valves as requested by the City in their letter of December 6, 1962.

F. D. Morgan
Construction Engineer

By G. L. Decker
G. L. Decker
Assistant Construction Engineer

GLD:bjh

cc: L. H. Young (w/copy City of Portland letter)
General Files " " " " "

PHONES
CAPITOL 8-6141
EXT 21-22 OR 23

CITY OF PORTLAND, OREGON
DEPARTMENT OF PUBLIC AFFAIRS
STANLEY W. EARL COMMISSIONER

BUREAU OF FIRE

DALE F. GILMAN
CHIEF
55 S.W. ASH ST

December 6, 1962

Mr. James Donn,
Oregon State Highway Department,
5821 N.E. Glisan St.,
Portland, Oregon.

Dear Mr. Donn:

As originally planned, the fire hydrants installed on the dry mains along the East Bank Freeway were to be equipped with brass gate valves on each 2-1/2 inch outlet. This was to make it possible to open or close each valve during fire fighting operations. After considering the possibilities of theft or damage we feel it would be best to equip our fire companies stationed near the Freeway with these valves so they could be attached to the hydrants as needed during fire operations.

If this proposal meets with your approval, we would like to have delivery made to the headquarters of our Superintendent of Apparatus, John Hetrick, 926 N.E. Weidler Street, Portland, Oregon.

Very truly yours,

R. R. Dunford

R. R. Dunford
Asst. Chief, Fire Bureau

RRD:eh

12-10-62

RECEIVED
NOV 30 1962
FOR FILING

5756

November 30, 1962

Oregon State Highway Commission

Request for Extension of Time
Request No. 4
December 20, 1962 Meeting

Gentlemen:

Peter Kiewit Sons' Co., contractor on the North Page Street-S. E. Main Street Section of Interstate Route 5 in Portland, requests an additional six days in which to complete his contract. This is Contract No. 5756 and covered grading of a portion of the East Bank Freeway.

On the plans for a retaining wall extension there was some conflicting information on the spacing of contraction and expansion joints and the parapet railing. As it took several days to straighten this matter out, it is felt that the contractor's request has merit. We, therefore, recommend that the additional six days be granted. This has had the approval of the Bureau of Public Roads.

The matter will be on the agenda for the December 20 Highway Commission meeting.

Very truly yours,

Forrest Cooper
State Highway Engineer

Attachment

cc: Floyd Query
R. L. Porter
Victor D. Wolfe
F. D. Morgan
L. H. Young
C. H. Maison

RLP:ajw bcc

FORM CD-121 (9-22-59)
(PRES. BY A.O. 209-10)

UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street N.E.
Salem, Oregon

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

DATE: November 26, 1962

T. Dec

FROM : T. Dec, Assistant Division Engineer
Salem, Oregon

SUBJECT: Time extension I-5-6(16)301
North Page St.-S.E. Main St., East Bank Freeway

We concur in your letter request of November 19, 1962 for an additional grant of six days on the subject project. This concurrence is given because of the inaccuracy in the plans which necessitated a time loss in obtaining the correct lengths of rail on a retaining wall.

NOTED
R. L. FOSTER

RECEIVED
NOV 27 1962
OFFICE OF
STATE HIGHWAY ENGINEER

November 19, 1962

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage Street N. E.
Salem, Oregon

Re: Extension of Time
North Page Street-
S. E. Main Street
East Bank Freeway
Project No. 1-5-6(16)301

Dear Sir:

We have received a request from Peter Kiewit Sons' Co., contractor on the North Page Street-S. E. Main Street Section, for an additional extension of time on the project. The contractor requests an additional six workdays, which is the amount of the overrun.

The reason given to justify this increase is that the plans provided by the State for the retaining wall extension on the Banfield connection contained inaccurate information on the spacing of the contraction and expansion joints and the parapet rail. Due to these inaccurate details, considerable time was lost in attempting to obtain the correct lengths of rail. This caused the overrun in time.

An extension of 27 workdays was granted by the Highway Commission on November 1, 1962. At the time this extension was requested, it was assumed that the 27 days would be sufficient to complete the job, but this was before the confusion on the rail was known.

We, therefore, recommend an additional grant of six days which will eliminate liquidated damages on the project. Your concurrence in this recommendation is requested.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

R. L. Porter
Assistant State Highway Engineer

cc Forrest Cooper
F. D. Morgan
L. H. Young
C. H. Maison

CHB:bjh:ajw

FORM E-30 80M 5-62 43909

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
November 14, 1962

To: Mr. R. L. Porter
Assistant State Highway Engineer

OFFICE

SUBJECT: Extension of Time
N. Page St.-S. E. Main Street
East Bank Freeway
Contract No. 5756

Attached is a Contractors Request for Increase in Number of Workdays to Complete Construction Contract submitted by Peter Kiewit Sons' Co., contractor on the abovenamed project. The contractor requests an additional 6-days due to delays caused by the extension of a retaining wall after the rest of the job was completed.

Under date of November 1, 1962, an increase of 27-days was granted by the Highway Commission on this project for the same reason. At the time this request was made, it was believed that this extension would cover the necessary time required for this additional work. However, the job was not completed until an overrun of 6-days was charged.

These extra 6-days were required because of a mixup in the spacing of contraction joints and parapet railing on the wall extension. We recommend that the contractor be granted the requested 6-days which will eliminate liquidated damage charges on the project.

The Bureau of Public Roads Area Engineer concurs in this recommendation. Rough drafts to the Bureau of Public Roads and Commission are attached.

F. D. Morgan
Construction Engineer

By G. L. Decker
G. L. Decker
Field Construction Engineer

CHB:bjh
Attachments

cc: L. H. Young

RECEIVED
NOV 14 1962
OFFICE OF
STATE HIGHWAY ENGINEER

E—330 (Rev.)—5M—10-57

OREGON STATE HIGHWAY COMMISSION

Contractors Request
for
Increase in Number of Workdays
to
Complete Construction Contract

#4

Oregon State Highway Commission
Salem, Oregon

Date October 10, 1962

Gentlemen:

We, the undersigned, respectfully request an increase in the number of workdays from 187 days to 215 days, within which to complete our Contract No. 5756, without the assessment of liquidated damages. The said contract is described as follows:
N. Page Street - S.E. Main St. unit, East Bank Freeway.

The dates of the workdays during which prosecution of the work was actually prevented and the conditions or causes which actually prevented the prosecution of work on said dates were as follows:

(See attachment)

APPROVED BY HIGHWAY ENGINEER
Dec. 20, 1962 for 6 workdays
Floyd Query

Respectfully submitted,

PETER KIEWIT SONS' CO.
Contractor

By Edward C. Lynch
Edward C. Lynch

cc: State (5)
Job
File

CONSENT OF SURETY

Date October 10, 1962

We, THE ÆTNA CASUALTY AND SURETY COMPANY

Hartford, Connecticut, as

surety on the bond guaranteeing the completion of the contract above-named and listed, hereby join in and consent to said request for an increase in the number of workdays, and hereby agree to remain fully bound as surety in all respects as if the number of workdays remained as stipulated in the original agreement.

J. B. Gibbs
Attorney-in-fact J. B. Gibbs

Paul R. Ratliffe
Resident Agent Paul R. Ratliffe

(SEAL)

OREGON STATE HIGHWAY COMMISSION

Engineers Recommendation Regarding Contractors Request for Increase in Number of Workdays to Complete Construction Contract

Investigation has been completed regarding the request (see reverse side) for an increase in the number of workdays within which to complete, without assessment of liquidated damages, the following project:

Contract No. 5756 Contractor Peter Kiewit Sons' Company

Highway Pacific

Section N. Page St.-S.E. Main St. Unit, East Bank Freeway

Kind of Work Grading, Rock Toe Embankment and Detour Structures.

It is recommended that the request for increase in the number of workdays within which to complete said contract be ~~DENIED~~ or **GRANTED**. The reasons for such recommendation are as follows:

([illegible])

Error in plans caused delay in ordering rail and this was extra work beyond the requirements of the original contract.

Recommended for Approval:

A V Benedict
Assistant Division Engineer

Construction Engineer or Bridge Engineer

ASSISTANT State Highway Engineer

Contract No.	5756
Project designation (State-Federal)	I-5-6(16)301
Date awarded	July 19, 1960
Work started	July 7, 1960
Per cent completed (Date)	100% - 10-17-62
No. of Workdays Allowed	160 + 27
No. of Workdays Used	193
No. of Added Workdays Requested	6

PETER KIEWIT SONS' CO.
CONTRACTORS
ESTABLISHED 1884
HOME OFFICE-OMAHA, NEBRASKA
P. O. Box 1777
VANCOUVER, WASHINGTON

October 30, 1962

Mr. James Don, Resident Engineer
Oregon State Highway Department
5821 N. E. Glisan
Portland 13, Oregon

Re: Contract #5756
Increase in Number of Workdays

Dear Sir:

In our "Contractors Request for Increase in Number of Workdays" dated July 5th, 1962, we neglected to consider the time and the problems involved in procuring the metal parapet rail.

The spacing shown on the plan for Price Agreement #5 was in error in that the scoring did not line up with the expansion and contraction joints. The Bridge Resident Engineer made a new drawing indicating the correct spacing. The day following our receipt of this drawing, the railing was ordered from Portland Wire and Iron Works. Delivery from the east was set in early November. Later, to minimize the time required to complete the job, we took all of the available railing from our contract #5973 and the railing available from stock at Portland Wire and Iron Works, cut and wasted as required, and installed this rail on the subject job. We then changed our order to replace the materials taken.

Due to the drawing error on the part of the State and our lack of foresight in requesting an adequate number of days to complete the work, we hereby request the additional time in order to complete the work under Price Agreement #5.

Yours very truly,

PETER KIEWIT SONS' CO.

Edward C. Lynch
Edward C. Lynch

ECL:pb
cc: Res. Engr. (4)
Job
File

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[illegible] 2[illegible] 1962
FOR FILING

[illegible]

2746

477 Cottage St. N.E.
Salem, Oregon

November 20, 1962

Forrest Cooper, State Highway Engineer
Salem, Oregon

08-35.1DA

A. W. Parsons, Division Engineer
Salem, Oregon

I-5-6(16)301 - N. Page St. - S. E. Main St. Unit

On November 9, a final inspection was held on the above project. Those attending the inspection were: Messrs. Benedict, Kear, Don, OSHD and Brooks and Schell, BPR.

The subject project was found suitable for acceptance with the exception of the following qualifications:

1. Concrete anchorage blocks for the fire boat kevel in the river rock toe embankment area should be suitably backfilled.

2. The encroachment of the light standard in the cul-de-sac at N. Clackamas should be removed from the right of way.

3. Drainage throughout the winter months should be provided for and suitable maintenance done to prevent additional erosion through this period.

4. Suitable evidence should be presented by letter indicating that all grading areas now occupied by structural work will be completed in conformance with the subject plans and specifications and that no additional charges will be incurred for this work.

When the above qualifications are satisfied, the subject project will be acceptable.

RECEIVED
NOV 21 1962
OFFICE OF
STATE HIGHWAY ENGINEER

original To Morgan
copies To Merchant
Young
11-21-62

NOTED
R. L. PORTER

RECEIVED
NOV 30 1962
FOR FILING

I-5(11) [illegible]

[illegible]

November 2, 1962

Peter Kiewit Sons' Co.,
P. O. Box 1777
Vancouver
Washington

Gentlemen:

The State Highway Commission, at its meeting on November 1, 1962, discussed with the Engineer your request for an extension of time on contract #3796. You requested 27 additional workdays within which to complete grading-rock toe embankment-detour structures on the North Page St.-SE Main St. Unit of the East Bank Freeway Section of Pacific Highway in Multnomah County, without assessment of liquidated damages.

After considering the report, recommendation of the Engineer, and other available information, the Commission granted your request for 27 additional workdays without assessment of liquidated damages.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: Lloyd P. Shaw
James Dee
F. D. Morgan
Bureau of Public Roads
L. H. Young
C. H. Matson

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OCT 10 1962
FOR FILING

I-5-11 (12)-21

5756

October 9, 1962

Oregon State Highway Commission

Gentlemen:

Request for Extension of Time
No. 3
November 1 Meeting

Peter Kiewit Sons' Company, contractor on the North Page Street-S. E. Main Street Section of the East Bank Freeway in Portland, Contract 5756, has requested 27 additional days in which to complete the work without the assessment of liquidated damages. Their request is based on an addition to contract quantities and to delay caused by the Ironworkers strike.

The retaining wall, which separates the east-and westbound traffic on the Banfield Freeway connection, was enlarged and extended over the original contract quantities. At about the time work started on the wall, delay was occasioned by the Ironworkers strike. Due to this disruption of work schedules, it was not possible to complete the project within the time allowed.

Our computation of the additional time required agrees with the contractor's request, and I recommend that the matter have your favorable consideration. The matter has been discussed with the Bureau of Public Roads, and it has the Bureau's concurrence.

This matter will be on the agenda for your consideration at the November 1 Commission meeting.

Very truly yours,

Forrest Cooper
State Highway Engineer

Attachment
cc Floyd Query
G. S. Paxson
R. L. Porter
Victor D. Wolfe
L. H. Young
F. D. Morgan
RLP:ajw hlb

RECEIVED
JV 30 1962
FOR FILING

5756

OREGON STATE HIGHWAY COMMISSION

Engineers Recommendation Regarding Contractors Request for Increase in Number of Workdays to Complete Construction Contract

#3

Investigation has been completed regarding the request (see reverse side) for an increase in the number of workdays within which to complete, without assessment of liquidated damages, the following project:

Contract No. 5756 Contractor Peter Kiewit Sons' Co.

Highway Pacific

Section N. Page St.-S.E. Main St. Unit, East Bank Freeway

Kind of Work Grading, Rock Toe Embankment & Detour Structures

It is recommended that the request for increase in the number of workdays within which to complete said contract be ~~DENIED~~ or GRANTED. The reasons for such recommendation are as follows: Recommend 27 additional workdays be allowed because of wall tied up by ironworkers strike, and additions to wall under Price Agreement No. 5. Paving of connection to west end of Banfield hinges on completion of wall.

11-1-62 approved increase of 27 workdays
Floyd Query

Recommended for Approval:

W Benedict
Assistant Division Engineer

FB Klaboe
Construction Engineer or Bridge Engineer

ASSISTANT State Highway Engineer

Contract No.	5756
Project designation	I-5-6(16)301 State-Federal
Date awarded	July 19, 1960
Work started	July 7, 1960
Per cent completed	85.5% 8/8/62 Date
No. of Workdays Allowed	160
No. of Workdays Used	157
No. of Added Workdays Requested	27

E—320 (Rev.)—5M—10-57

OREGON STATE HIGHWAY COMMISSION

Contractors Request
for
Increase in Number of Workdays
to
Complete Construction Contract

Oregon State Highway Commission
Salem, Oregon

Date August 3, 1962

Gentlemen:

We, the undersigned, respectfully request an increase in the number of workdays from 160 days to 187 days, within which to complete our Contract No. 5756, without the assessment of liquidated damages. The said contract is described as follows:

N. Page Street - S.E. Main St. unit, East Bank Freeway

The dates of the workdays during which prosecution of the work was actually prevented and the conditions or causes which actually prevented the prosecution of work on said dates were as follows: This request is due to the work covered under Price Agreement #5. The Ironworkers' strike of May 28th prevented work from continuing on this additional work until July 23rd. The fifth day after the end of the strike, a bus ran out of control and destroyed much of the work that was in place. This act of God, in itself, delayed the work four days. Due to the sequence of operations, which include 10 days for the wall to cure before backfill is placed against it, the above time will be required to complete the work. Without the strike, during which 19 workdays were charged against us and the act of God, the additional time to the original contract required to complete this added work would have been four days.

Respectfully submitted,

PETER KIEWIT SONS' CO.
Contractor

By Edward C. Lynch
Edward C. Lynch

ECL:pb
cc: Portland #3
File

CONSENT OF SURETY

Date August 3, 1962

We, THE ÆTNA CASUALTY AND SURETY COMPANY

Hartford 15, Connecticut, as

surety on the bond guaranteeing the completion of the contract above-named and listed, hereby join in and consent to said request for an increase in the number of workdays, and hereby agree to remain fully bound as surety in all respects as if the number of workdays remained as stipulated in the original agreement.

J. B. Gibbs
J. B. Gibbs Attorney-in-fact

Paul R. Ratliffe
Paul R. Ratliffe, Resident A

(SEAL)

FORM CD-121 (9-22-58)
(PRES. BY A.O. 206-10)

UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street N.E.
Salem, Oregon

TO : Mr. Forrest Cooper
State Highway Engineer
Salem, Oregon

DATE: October 3, 1962

FROM : A. W. Parsons, Division Engineer
Salem, Oregon

SUBJECT: I-5-6(16)301 Time Extension
N. Page St.-S.E. Main St. Section

We concur in your recommendation for a 27 day extension of time due to the retaining wall extension under P.A. #5. We have verified the time of the Iron Workers strike from May 28 to July 23. This strike period indicates a shutdown of this type of work as per AGC union agreement. This concurrence is given in accordance with your special provision under "Time for Completion of Work and Liquidated Damages."

RECEIVED
OCT 3 1962
OFFICE
STATE HIGHWAY ENGINEER

NOTED
R.L PORTER

FORM E-126X 50M 8-62

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

September 25, 1962

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage Street N. E.
Salem, Oregon

Re: Request for Time Extension
N. Page St.-S. E. Main St. Section
East Bank Freeway
Project No. I-5-6(16)301

Dear Sir:

Peter Kiewit Sons' Company, contractor on this project, has requested an additional 27 days in which to complete the contract. Their request is based on the addition of work to the project and delays caused by the Ironworkers Strike.

The retaining wall which separates the east-and west-bound traffic on the Banfield Freeway connection was extended under Price Agreement #5. At about the time the excavation for this wall was done, the Ironworkers struck which prevented work on the wall. Due to other work on this essentially grading project, workdays were charged for 19 workdays before the job was shut down. Due to the disruption of work schedules, the wall must be constructed, cured, backfilled, and the adjacent area paved after completion of all other work on the project.

Our computation of the time required to do this work checks the request of the contractor. We recommend that the additional 27 days be granted and your concurrence is requested.

The allowance of this additional time will permit the contractor to complete the work on this contract without assessment of liquidated damages.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

G. S. Paxson
Deputy State Highway Engineer

cc Forrest Cooper
R. L. Porter
Victor D. Wolfe
L. H. Young
F. D. Morgan
Lloyd Shaw

FORM E-30 90M 11-61 40290

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 6, 1962

SUBJECT: Time Extension
No. Page St.-S. E. Main St. Section
East Bank Freeway
Contract No. 5756

To: Mr. R. L. Porter
Ass't. State Highway Engineer

OFFICE

Attached is a Contractor's Request for Increase in Number of Workdays to Complete Construction Contract, submitted by Peter Kiewit Sons' Co., contractor on this project. The contractor has requested an additional 27-days due to an increase in the amount of work to be done.

A retaining wall separating the east and westbound lanes of the Banfield Freeway connection was extended. The need for this extension was discovered near the end of the contract, but the work could have been done with only a minor overrun in time, estimated at 4-days, on the contract. However, an Ironworkers Strike occurred about the time the excavation was done for this wall extension and shut down work on this phase of the project. Since this is essentially a grading project, the main portion of the work continued for 19-charged workdays while no work was done on the wall.

Due to this disruption of work schedules, it is now necessary to complete the wall, backfill and pave after all other work on the project is finished. Our computation of the amount of time required to do this work checks the request of the contract. We recommend that the contractor's request for an additional 27-days be granted.

Rough drafts to the Commission and the Bureau of Public Roads are attached.

F. D. Morgan
Construction Engineer

By F B Klaboe
F. B. Klaboe
Assistant Construction Engineer

CHB:bjh
Attachments

cc: Lloyd Shaw
L. H. Young

RECEIVED
SEP 6 - 1962
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
SEP 25 1962
FOR FILING

[illegible]

5156

September 25, 1962

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage Street N. E.
Salem, Oregon

Re: Request for Time Extension
N. Page St.-S. E. Main St. Section
East Bank Freeway
Project No. I-5-6(16)301

Dear Sir:

Peter Kiewit Sons' Company, contractor on this project, has requested an additional 27 days in which to complete the contract. Their request is based on the addition of work to the project and delays caused by the Ironworkers Strike.

The retaining wall which separates the east and westbound traffic on the Banfield Freeway connection was extended under Price Agreement #5. At about the time the excavation for this wall was done, the Ironworkers struck which prevented work on the wall. Due to other work on this essentially grading project, workdays were charged for 19 workdays before the job was shut down. Due to the disruption of work schedules, the wall must be constructed, cured, backfilled, and the adjacent area paved after completion of all other work on the project.

Our computation of the time required to do this work checks the request of the contractor. We recommend that the additional 27 days be granted and your concurrence is requested.

The allowance of this additional time will permit the contractor to complete the work on this contract without assessment of liquidated damages.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

G. S. Paxson
Deputy State Highway Engineer

cc Forrest Cooper
R. L. Porter
Victor D. Wolfe
L. H. Young
F. D. Morgan
Lloyd Shaw

CHB:bjh hlb

RECEIVED
AUG 20 1962
FOR FILING
I-5-6(16)301

5756

477 Cottage Street, N.E.
Salem, Oregon

August 16, 1962

Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

Attention: Mr. F. D. Morgan
T. Dec, Assistant Division Engineer
Salem, Oregon

08-35.4-DA

I-5-6(~~10~~16)301 and I-5-6(~~30~~36)304
Chain Link Fence Details

We concur in the minor change you requested in your letter of August 15, 1962. It is our understanding that this was an oversight and the item with the added note will not be inferior to that which was originally anticipated. It is also understood that this applies to Projects I-5-6(34)303 and I-5-6(27)303.

Copies to Morgan
Young

8-17-62

NOTED
R. L. PORTER

FORM E-123X 100M 4-62

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

I-5-6(16)301

5756

August 15, 1962

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage Street, N. E.
Salem, Oregon

Chain Link Fence Details
Minnesota and East Bank Freeways
Projects I-5-6(16)301 and I-5-6(36)304

Dear Sir:

It has been called to the attention of this office that the details of the chain link fence shown on sheet 2-F of Project I-5-6(36)304 and on Sheet 2-B of Project I-5-6(16)301 do not conform to standard practice within the industry which supplies materials in this part of the country. A tabulation of the differences is shown below:

Shown on plan	Standard material
Corner or end post 3" O.D., 5.79#/ft.	2-1/2" std. pipe 2.875" O.D. 5.79#/ft.
Line post 2-1/2" O.D. 3.65#/ft.	2" std. pipe 2.375" O.D., 3.65#/ft
Brace rail, 1-5/8" O.D. 2.27#/ft.	1-1/4" std. pipe, 1.660" O.D., 2.27#/ft.

Also, the plans calls for a 1/2"x3/4" stretcher bar. This bar will not fit inside the loops of the links, and a 1/4" thick bar must be used.

In view of the minor variations, it is hereby recommended that the "Note" concerning this fence be revised to read: "The sizes, dimensions and weights shown are approximate. All items shown or required shall be standard......."(remainder of note unchanged)."

Your concurrence in this minor change is requested.

CHB:fp
cc R. L. Porter ✓
L. H. Young
Lloyd Shaw
Frank Hall

Very truly yours,

F. D. Morgan
Construction Engineer

By F B Klaboe
F. B. Klaboe
Assistant Construction Engineer

RECEIVED
JUL 19 1962
FOR FILING
I-5-6(16)301
575-E

July 18, 1962

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 14 covering pavement removal on the N. Page St.-S. E. Main St. Unit, East Bank Freeway Section of the Pacific Highway in Multnomah County, Contract No. 5765, in connection with Federal-Aid Project No. I-5-6(16)301.

This work is necessary for curb construction and grade correction on Oregon Street. This area is not included in the pavement removal in the plans. It has been verbally approved by the Assistant Division and Area Engineers.

Due to the emergency nature of this work to expedite construction the Field was authorized to proceed July 9, 1962. Your approval of the order as of that date is requested.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

DBP:jb

Enc.

RECEIVED
JUN 26 1962
FOR FILING

FORM E-30X—50M—11-61—40231

5756

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 25, 1962

To MEMO TO THE FILES

SUBJECT: Fremont Interchange Unit, Contract 6068
- and -
No. Page St.-S.E. Main St. Unit, Contract 5756
E. Bank Freeway

On Contract No. 5756 we ran short of material before completing all the fills required. Since there was excess material to be obtained from Contract No. 6068, it was decided to include the completion of these fills by using this excess material. Approximately 105,000 cubic yards (measured in original position) of material was specified to be placed in this manner. This material included the construction of a 4-foot surcharge over an area between Stations 428+50 and 432+00.

Since awarding Contract 6068, we have noted considerable settlements to an area on Contract 5756 over which no surcharge was planned. This area is generally located between S. E. Washington Street and the Burnside Bridge. The settlement has involved numerous retaining walls separating various legs and we will have to build up these retaining walls after all the settlement has taken place. Also, the main line through this area is to be constructed with a P.C.C. pavement, said construction to begin approximately January, 1963.

The area where the surcharge was planned between Stations 428+50 and 432+00 will not be surfaced until later when we construct the approaches to the Marquam Bridge.

Under the circumstances, it seems advisable to change our plans and to place the material planned for the surcharge between Stations 428+50 and 432+00 over the area between S. E. Washington Street and the Burnside Bridge. Our soils section has made a study of this matter and have determined that if a 3 to 4-foot surcharge is placed in this area we will accelerate the settlement so that very little, if any, future settlement should take place after late spring of 1963. If we do not place the surcharge they estimate that the settlement will not be complete until the summer of 1964.

We are, therefore, proceeding with the following new plan: the material designated for completing the fills and constructing the surcharge between Stations 428+50 and 432+00 will be utilized to place the surcharge between S. E. Washington Street and the Burnside Bridge. We will also specify in the E. Bank paving project proposed for January, 1963, that this excess material be removed prior to placing the surfacing and that it be transported a short distance to the area between Stations 428+50 and 432+00 and utilized to complete the fills here and to place a surcharge as originally planned. By this method we will be using the material available from Contract 6068 twice and will save considerable haul, both from a disposal angle and from an importation angle. There will still be sufficient time for the surcharge to be placed between Stations 428+50 and 432+00 to assure that we will obtain maximum settlements here prior to the surfacing operation.

The Metropolitan Division office has been instructed to proceed in this manner and will take care of moving this material from one surcharge area to the other in the specifications to be written for the E. Bank paving job.

FB Klaboe
F. B. Klaboe
Assistant Construction Engineer

FBK:bjh

cc: R. L. Porter
G. S. Paxson
I. D. Merchant
Lloyd P. Shaw
A. W. Parsons - B.P.R.

RECEIVED
JUN 25 1962
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JUN 29 1962

FOR FILING

5756

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Portland 13, Oregon
June 22, 1962

SUBJECT: Paving Schedule
East Bank Section
Pacific Freeway
Prefix: 26-1468

To: Mr. Frank D. Morgan
Construction Engineer
State Highway Building
Salem, Oregon

Attention: Fred B. Klaboe

This is in reply to your letter of June 19, 1962 regarding scheduling of a paving contract on the East Bank from the Morrison Bridge to Shaver Street.

Grading work on the East Bank Section under Contracts 5756 and 6068 will certainly be done this summer. The ironworkers strike is now holding up the median wall of the West end of the Banfield but this and necessary paving should be completed six weeks after the end of the strike.

Bridge work thruout the section is now tied up by the ironworkers' strike. It is not anticipated that settlement of the strike will be delayed sufficiently to push completion of the undercrossing and overcrossing structures beyond late Spring 1963. On the same basis, the contractor on the B, C, D & E Structures plans to have his end spans completed by Spring also.

Our best estimate now is that a paving contract could be let this Fall with the thought that the contractor could produce aggregates and assemble his paving equipment. Base rock could be placed on most of the grade as early in the Spring as weather would permit. He should have unrestricted use of the grade about June 1, 1963.

A. V. Benedict

A. V. Benedict
Assistant Metropolitan Engineer

AVB/dg
cc: Ivan Merchant

Tentatively scheduled for Jan 1963.
cc Porter

CONSTRUCTION DIVISION
RECEIVED
JUN 25 1962
NOTED ☐ CE ☒ ACE ☐ ACE ☐ ☒ CCE

RECEIVED
JUN 29 1962

FOR FILING

5756

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE
Portland 13, Oregon

June 22, 1962

SUBJECT: Paving Schedule
East Bank Section
Pacific Freeway
Prefix: 26-1468

To: Mr. Frank D. Morgan
Construction Engineer
State Highway Building
Salem, Oregon

Attention: Fred B. Klaboe

This is in reply to your letter of June 19, 1962 regarding scheduling of a paving contract on the East Bank from the Morrison Bridge to Shaver Street.

Grading work on the East Bank Section under Contracts 5756 and 6068 will certainly be done this summer. The ironworkers strike is now holding up the median wall of the West end of the Banfield but this and necessary paving should be completed six weeks after the end of the strike.

Bridge work thruout the section is now tied up by the ironworkers' strike. It is not anticipated that settlement of the strike will be delayed sufficiently to push completion of the undercrossing and overcrossing structures beyond late Spring 1963. On the same basis, the contractor on the B, C, D & E Structures plans to have his end spans completed by Spring also.

Our best estimate now is that a paving contract could be let this Fall with the thought that the contractor could produce aggregates and assemble his paving equipment. Base rock could be placed on most of the grade as early in the Spring as weather would permit. He should have unrestricted use of the grade about June 1, 1963.

A. V. Benedict
A. V. Benedict
Assistant Metropolitan Engineer

AVB/dg
cc: Ivan Merchant

Tentatively scheduled for Jan 1963.
cc Porter

CONSTRUCTION DIVISION
RECEIVED
JUN 25 1962
NOTED ☐ ☒ ☐ ☐ ☒

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FORM-E-30X—50M—6-61—36602
FOR FILING

5756

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Portland 13, Oregon
June 8, 1962

SUBJECT:
Wall and Fill Settlements
Main Street-Page Street Unit
East Bank Freeway
Contract: 5756
X-File: 6068
X-File: 26-1468

To:
Mr. Frank D. Morgan
Construction Engineer
State Highway Building
Salem, Oregon

Attention: G. L. Decker

I am transmitting herewith a copy of the time-loading curve for the embankment South of the Burnside Bridge and a tabulation of the increased amount of materials necessary to provide a surcharge 3 feet above finished grade as outlined in Mr. Yarbrough's May 15th letter to you.

Superimposed on the time-loading curve is shown the quantity of material necessary to bring the surcharge to 3 feet above finished grade. Mr. Decker requested that we furnish information showing the number of cubic yards of surcharge per feet of depth of embankment yet to be placed. Since a good share of the embankment is complete, or nearly complete, the denominator for this fraction would approach zero, and the ratio would be meaningless. For this reason, the surcharge has been shown numerically and the embankment shown graphically on the time-loading chart.

With reference to the 4 factors outlined in your letter of May 17, our opinion on these factors is as follows:

1. Scheduling of Operations and by Whom: - Lord Brothers will make the embankment in accordance with Page 2 of the addendum to the Special Provisions for Contract 6068 dated April 4, 1962. The contractor has informed Mr. Maltby that he has made arrangements to sell the surplus. There seems to be a varied opinion within our own department whether we can require the surplus deposited as surcharge without further negotiations with the contractor.

   Our legal staff should be consulted to determine whether our specifications are adequate to require the surcharge to be placed.

N[illegible]D
R.L.F[illegible]R

2. Yardage Involved and Cost: - 54,500 cubic yards of material will be required to place a surcharge 3 feet above finished grade in the area between the Burnside Bridge and ends of the Morrison Interchange ramps. Our cost will be 61 cents per cubic yard, or a total of $33,245 if the legal decision is favorable.

3. Source of Material: - Material to be used is part of the estimated 95,000 cubic yards excess on Contract 6068.

4. Removal of Surcharge and Disposal Thereof: - Removal should be included in the paving contract. Improvement of the appearance of the Morrison Interchange area will accommodate about 5,500 cubic yards. Other than for the grading of the Morrison Interchange area in preparation for future roadside improvements, the paving contractor should be required to dispose of the excess surcharge.

Quantities shown above do not include any surcharge treatment for the Holman Bay area - Sta. 428 to 436 - since these quantities are shown on Sheet 8 of the plans. We are depending on Mr. Yarbrough to estimate the total amount of surcharge that must be removed.

Alfred A. Roar
Alfred A. Roar
Assistant Metropolitan Engineer

AAR/dg
Encl.
cc: R. L. Porter ✓
F. W. Yarbrough (Encl.)
William Maltby
James Don

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JUN 11 1962
OREGON
STATE HIGHWAY COMMISSION

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FOR FILING

5756

FORM E-30X—50M—11-61—40231

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 17, 1962

SUBJECT: Wall and Fill Settlements
Main Street-Page Street Unit
East Bank Freeway

To: Mr. Lloyd P. Shaw
Metropolitan Engineer
State Highway Department
5821 N. E. Glisan Street
Portland 13, Oregon

A report on wall and fill settlements for the subject project has been submitted by Fred Yarbrough (your copies attached).

While we look with favor on the use of surcharging to effect maximum settlement, as recommended in this report, there are certain factors which should be considered before a final decision is made. Some of these factors which readily come to mind are as follows:

(1) Scheduling of operations and by whom.
(2) Yardage involved and cost.
(3) Source of material.
(4) Removal of surcharge and disposal thereof.

Will you please give us your thinking on this matter.

F. D. Morgan
Construction Engineer

By G. L. Decker
G. L. Decker
Field Construction Engineer

GLD:bjh
Attachments

cc: R. L. Porter
F. W. Yarbrough

RECEIVED
MAY 17 1962
OFFICE OF
STATE HIGHWAY ENGINEER

FORM E-30X—30M—11-61—40281

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 15, 1962

SUBJECT: Wall and Fill Settlements
Main Street-Page Street Unit
East Bank Freeway
Multnomah County

To: F. D. Morgan
Construction Engineer
OFFICE

Attention: G. L. Decker

We have studied the settlement observation data furnished to us by Al Rear in regard to the subject section and made estimates of the maximum settlements likely to occur as follows:

Wall	check point	max settlement
#8796	1	no data
	1A	"
	2	"
	3	"
	4	0.8'
	5	0.8'
	6	1.5'
#8785	1	1.2'
	2	1.2'
	3	1.5'
	4	1.3'
	5	1.5'
#8792	1	2.8'
	2	2.2'
	3	no data
left L"L"	416+50	1.5' from time of loading
#1889	1	1.8'
	2	1.8'
	3	1.5'
#8788	1	1.9'
	2	1.5'
#8787	1	2.1'
	2	1.8'

Except as noted, these predicted settlements are measured from the beginning of the settlement observation at the individual point of measurement.

About 18 months from now we expect to be reminded to review additional settlement observations which will be made between now and then and to make a new prediction of the exact amount of settlement which is likely to occur.

It will be noted that rather substantial amounts of settlement has already occurred at several of these locations and roughly 30 percent of the expected total is still to occur. In many cases most of the additional settlement is expected on account of the additional load of base course and wearing course materials. But these are generally not expected to be placed for over a year yet. Therefore, in the meantime, most of the expected settlement on this account could be completed by the addition of a surcharge fill this summer which could act for almost a year before the paving course is required. The time-settlement data we have so far shows that the major portion of settlement under a given load seems to take place in about six months. This indicates that a surcharge load will be quite effective in reducing settlement to a minimum after the paving is completed. A surcharge load of 3-feet thickness above finished pavement grade is suggested. Where substantial amounts of fill are still to be placed, the surcharge thickness should be increased to 4-feet above finished grade to allow for the increased magnitude of settlement after the surcharge is in place.

F W Yarbrough

F. W. Yarbrough
Staff Assistant

FWY:vw

cc: L. P. Shaw ✓
A. V. Benedict
A. J. Rear
D. Gano
J. Don

RECEIVED
MAY 7 1962
FOR FILING

7 [illegible]

5756

May 7, 1962

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 13 covering pavement removal on the N. Page St.-S. E. Main St. Unit, East Bank Freeway Section of the Pacific Highway in Multnomah County, Contract No. 5756, in connection with Federal-Aid Project No. I-5-6(16)301.

Paving on the "ME" Line was placed, after receiving bids on this project, to implement the City's plan for handling evening peak traffic from the Burnside Bridge. Removal of pavement was included in the earth work and work under this order was not included in the project plans.

This work has been verbally recommended for approval by the BPR Area Engineer and work was authorized to proceed as of April 20, 1962, as an emergency measure to expedite construction. Your approval of the order as of that date is requested.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

DBP:jb

Enc.

RECEIVED
APR 24 1962
FOR FILING

5756

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 18, 1962

To: Mr. Lloyd P. Shaw
Metropolitan Engineer
State Highway Department
5821 N. E. Glisan Street
Portland 13, Oregon

SUBJECT: P.A. #6 (Purchase of Materials)
N. Page St.-S.E. Main St. Section
East Bank Freeway
Contract No. 5756

The purchase of the parapet rail materials on this project has been discussed with the Bureau of Public Roads. The Bureau of Public Roads has denied participation in this purchase, saying that it is not the policy of the Bureau of Public Roads to participate in the cost of materials not incorporated into the project.

However, the Bureau of Public Roads will participate in the cost of this material when it is incorporated into this or another project, so it will be necessary to hold this material in a safe place until it is used.

To accomplish this purpose it will be necessary to state in the special provisions for the project on which the material will be used that the contractor will be required to use these materials. They will be furnished to the contractor at no cost, but he will be required to perform the moving, installing and any other work necessary by force account method. Then, when the materials are so used, we will submit the Price Agreement on which the material was purchased by us to the Bureau of Public Roads for participation.

F. D. Morgan
Construction Engineer

By F B Klaboe
F. B. Klaboe
Assistant Construction Engineer

CHB:FBK:bjh

cc: R. L. Porter ✓
L. H. Young
C. H. Maison

RECEIVED
APR 18 1962
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
R. L. PORTER

RECEIVED
MAR 22 1962

FOR

5156

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 20, 1962

SUBJECT: File No. 30617 (L-3496)-Rosso
Russell Street-Curry St. Section
Pacific Highway
Multnomah County

To: Mr. D. H. Moehring
Ass't. Right of Way Engineer

OFFICE

You have received a copy of a letter from A. V. Benedict, Assistant Metropolitan Engineer, concerning a complaint by the owners of the property under this file that the State Highway Department has created a drainage problem on or adjacent to their property. Mr. Benedict recommends that we take care of the matter under the upcoming Fremont Bridge project to be let on April 11, 1962. He further states that the condition is not now serious and that delay will not adversely effect the situation. We are, by copy of this letter, instructing Mr. Benedict to proceed along these lines.

F. D. Morgan
Construction Engineer

By
F. B. Klaboe
Ass't. Construction Engineer

FBK:bjh

cc: R. L. Porter ✓
A. V. Benedict

RECEIVED
MAR 21 1962
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
R. L. PORTER

CONSTRUCTION DIVISION
RECEIVED
MAR 20 1962
NOTED-☐ ☐ ☐ ☐ ☐

OREGON STATE HIGHWAY DEPARTMENT
INTERDEPARTMENT CORRESPONDENCE

Portland 13, Oregon
March 19, 1962

SUBJECT: File No. 30617 (L-3496)
N. Page St.-S. E. Main St. Unit
East Bank Freeway
Contract: 5756
R/W Nos. 32841-42

To: Mr. Frank D. Morgan
Construction Engineer
State Highway Building
Salem, Oregon

Attention: D. J. Barbee

Receipt is acknowledged of your letter of March 12, 1961, transmitting letters from D. H. Moehring and Attorney J. B. Pfouts. Mr. Pfouts' second paragraph, mentioned by Mr. Moehring, probably refers to the following statement in the easement signed June 6, 1961:

> "IT IS EXPRESSLY UNDERSTOOD that the Grantee will eliminate any drainage problem which results from the filling of the excavation on said property and will be responsible for any damage done to adjacent property."

I find that Mr. Pfouts wrote us a letter along the same line under date of September 26, 1961.

The option under File No. 32841 was received in this office on September 18, 1961. At this time the contractor was well below street level with his excavation making it necessary to load material into trucks and haul by city streets. The contractor was not very co-operative and before any agreement was reached, the job was closed down for the winter.

Since receiving your letter of March 12th, the contractor has again been contacted and offers to bring in material from outside sources for $1.50 per cu. yd. Approximately 300 cu. yds. would be required.

The Fremont Bridge Project has excavation, all of which will be loaded on trucks for city street haul. It should be a fairly simple matter to arrange the filling of this hole with some of that material. The hole should have been filled last Fall but most of the storms are now past and some additional delay should not be serious.

We recommend filling the hole with material from the Fremont project.

AV Benedict
A. V. Benedict, Assistant
Metropolitan Engineer

AVB/dg
cc: D. H. Moehring
S. N. Mayhew
James Don

RECEIVED
JAN 15 1962
FORM E-20X—

FOR FILING

5756

file

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 12, 1962

To:
Mr. Alfred A. Rear
Ass't Metropolitan Engineer
State Highway Department
Portland 13, Oregon

SUBJECT:
Retaining Walls
N. Page St - S.E. Main St.
Contract: 5756
Prefix: 626-1051

This is to confirm my verbal statement made to you on January 11, 1962, to delay the installation of the parapet rail on the retaining walls mentioned in your letter of January 11, 1962. You were instructed to delay raising the existing structures due to the fact that the settlement of these walls had not been stopped, and also that the fills were not completed at this time.

I believe the walls can be raised the maximum of 2 feet without redesign and that the installation of necessary parapet walls should be delayed until we are more certain that the ultimate elevation for the tops of these walls.

F. D. Morgan
Construction Engineer

FDM:db

cc: Ivan Merchant - with encl.
L. R. Porter
John Howard

RECEIVED
JAN 12 1962
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
R. L. PORTER

RECEIVED
DEC 29 1961
FOR FILING

I-5-6(16) [illegible]

5756

Salem, Oregon
December 27, 1961

Mr. R. L. Porter

Attached is a letter dated December 21 from the U. S. Corps of Engineers granting an extension for the fill and riprap in the Willamette River at Portland, covered by the permit issued March 3, 1959.

G. S. Paxson
Deputy State Highway Engineer

GSP:mm
attach.
cc Mr. Lloyd Shaw
Mr. F. D. Morgan

U. S. ARMY ENGINEER DISTRICT, PORTLAND
CORPS OF ENGINEERS
628 PITTOCK BLOCK
PORTLAND 5, OREGON

NPPKW-1.4
NPP 285/70a(Willamette R.-Fills)-2.

21 December 1961

Oregon State Highway Department

Salem, Oregon

Gentlemen:

In accordance with your written request dated 18 December 1961, the authorization granted by the Secretary of the Army in letter dated 3 March 1959, from the District Engineer at Portland, Oregon, to construct a fill and riprap in Willamette River at Portland, Oregon, is hereby specifically extended to 31 December 1964.

The conditions to which the authorization is made subject, excepting the time limit for completion, remain in full force and effect.

If the structure or work authorized is not completed on or before the date herein specified, the authorization, if not previously revoked or specifically further extended, will cease and become null and void.

BY AUTHORITY OF THE SECRETARY OF THE ARMY:

STERLING K. EISIMINGER
Colonel, Corps of Engineers
District Engineer

By T. W. Ragsdale
T. W. RAGSDALE
Chief, Operations Division

REFERRED TO
Poxson

RECEIVED
DEC 22 1961
OREGON
STATE HIGHWAY COMMISSION

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1961
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
DEC 19 1961
FOR FILING

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5756

December 18, 1961

Portland District
Corps of Engineers
628 Pittock Block
Portland, Oregon

NPP 285/70m
(Willamette River Fills) - 2

Gentlemen:

Reference is made to the permit, dated March 3, 1959, to this department covering fill in the Willamette River in connection with the East Bank Freeway construction in Portland.

This permit expires on December 31, 1961. The Oregon Highway Department has not completed the work contemplated under this permit and anticipates that all of the planned work cannot be finished in the immediate future. It is therefore, requested that this permit be extended for twenty-four months.

Yours very truly,

Forrest Cooper
State Highway Engineer

By

H. L. Porter
Assistant State Highway Engineer

HLP:ajw

cc Forrest Cooper
F. D. Morgan
Lloyd Shaw
Ivan Merchant

FORM E-30 50M 3-61 34397

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
December 14, 1961

SUBJECT: U.S.E.D. Permit
N. Page St.-S.E. Main St.
East Bank Freeway
Contract No. 5756

To:
Mr. R. L. Porter
Assistant State Highway Engineer
OFFICE

The State Highway Department has a permit from the Corps of Engineers, U. S. Army, for filling into the river on this project. The present permit expires on December 31, 1961, and the work contemplated under the present contract is not yet complete. In addition, other contracts within this section will involve filling and riprap work in the river area.

It is therefore recommended that application be made for an extension of two years on the permit to allow completion of the required work.

F. D. Morgan
Construction Engineer

By C H Baker
C. H. Baker
Ass't. Field Construction Engineer

CHB:fp

RECEIVED
DEC 14 1961
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JUL 24 1959
FOR FILING

Salem, Oregon
July 23, 1959

Fill and riprap in
Willamette River,
East Bank Freeway

Mr. Tom Edwards
Mr. Lloyd P. Shaw

Herewith approval of the Corps of Engineers for the revision in the rock toe wall on the East Bank Freeway as requested in my letter of July 17, of which you have a copy.

G. S. Paxson

GSP:gm
Attach.

U. S. ARMY ENGINEER DISTRICT, PORTLAND
CORPS OF ENGINEERS
628 PITTOCK BLOCK
PORTLAND 5, OREGON

NPPKS-4

21 July 1959

NPP 285/70a(Will.Riv.-Fills)-2

Oregon State Highway Department

Salem, Oregon

Gentlemen:

In accordance with your written request dated 17 July 1959, the revised plans hereto attached are approved to supersede the plans for the works authorized by the Secretary of the Army in letter dated 3 March 1959 from the District Engineer at Portland, Oregon, to construct a fill and riprap in Willamette River at Portland, Oregon.

The conditions to which the work is made subject remain in full force and effect.

BY AUTHORITY OF THE SECRETARY OF THE ARMY:

W. L. WINEGAR
Colonel, Corps of Engineers
District Engineer

By T. W. Ragsdale
T. W. RAGSDALE
Chief, Operations Division

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OFFICE OF
STATE HIGHWAY ENGINEER

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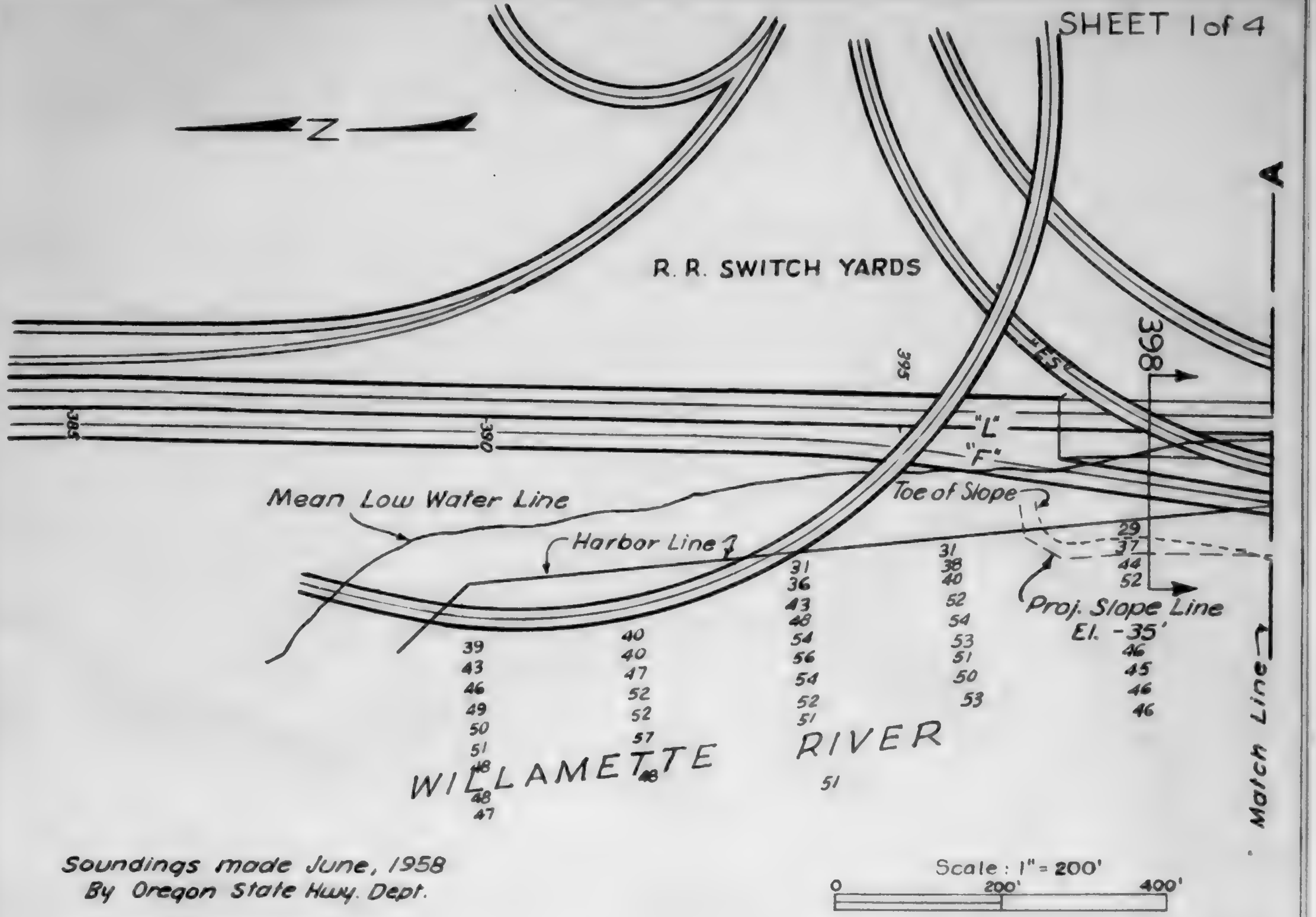
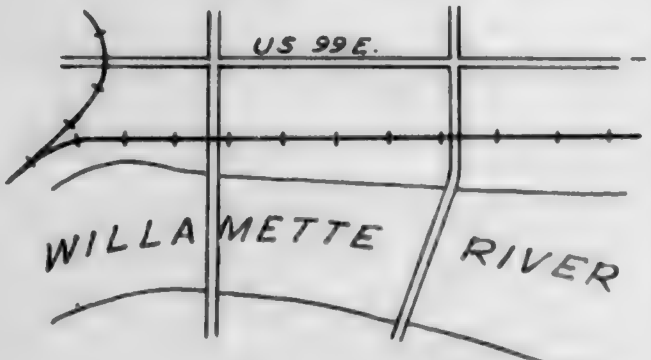
SHEET 1 of 4



Soundings made June, 1958
By Oregon State Hwy. Dept.

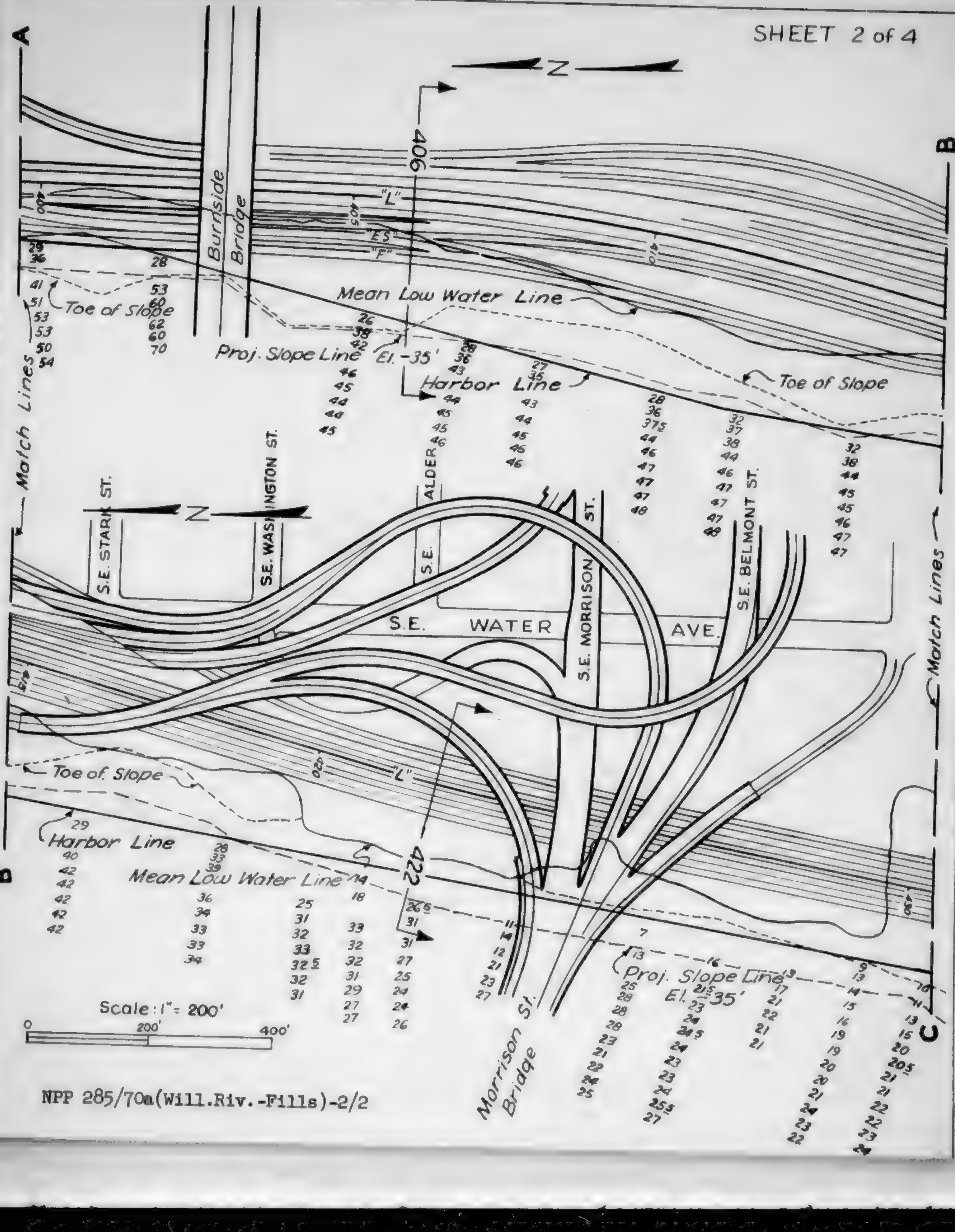
Scale: 1" = 200'
0 200' 400'

NPP 285/70a(Will.Riv.-Fills)-2/1



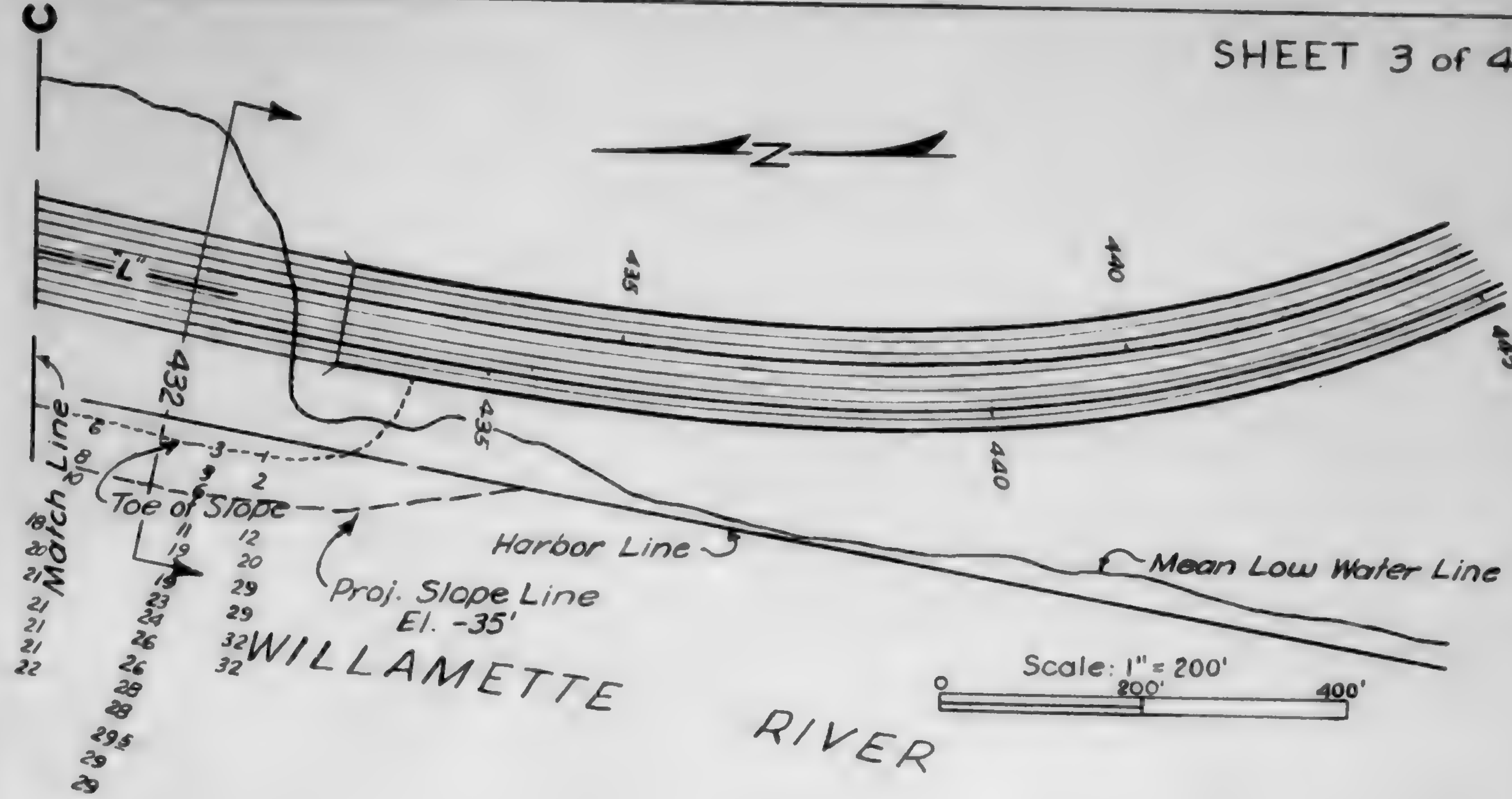
VICINITY
MAP
Scale: 1" = 2000'
0 1000' 2000'

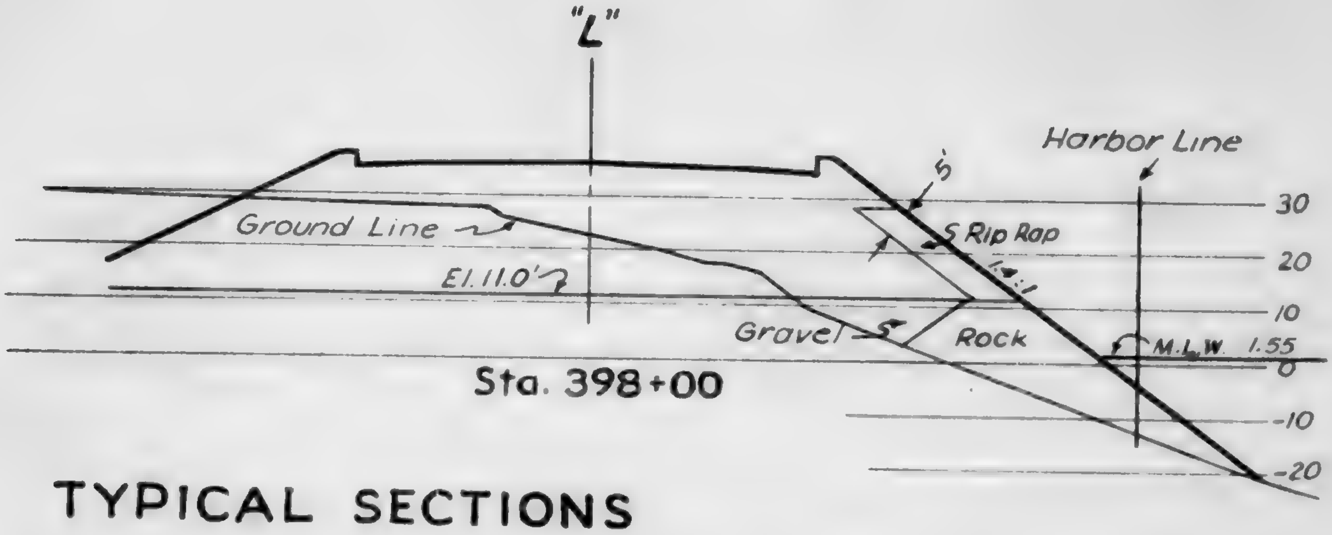
OREGON STATE HIGHWAY DEPARTMENT
Located Line
PROPOSED FILL
IN WILLAMETTE RIVER
Datum U.S.C.& G.S. 1929 Adj.
EAST BANK FREEWAY
MULTNOMAH COUNTY
OCTOBER, 1958
REV. DEC. 1958
REV. JULY, 1959



NPP 285/70a(Will.Riv.-Fills)-2/2

SHEET 3 of 4





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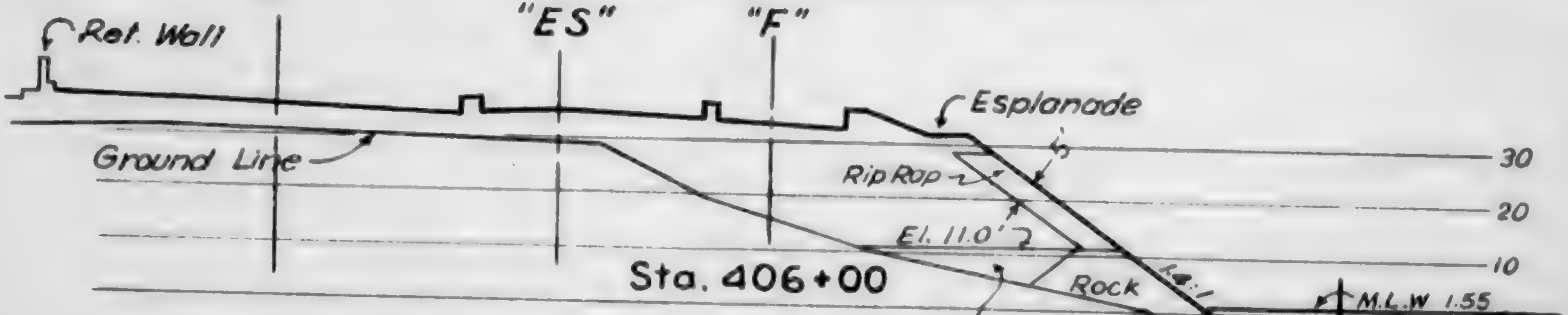
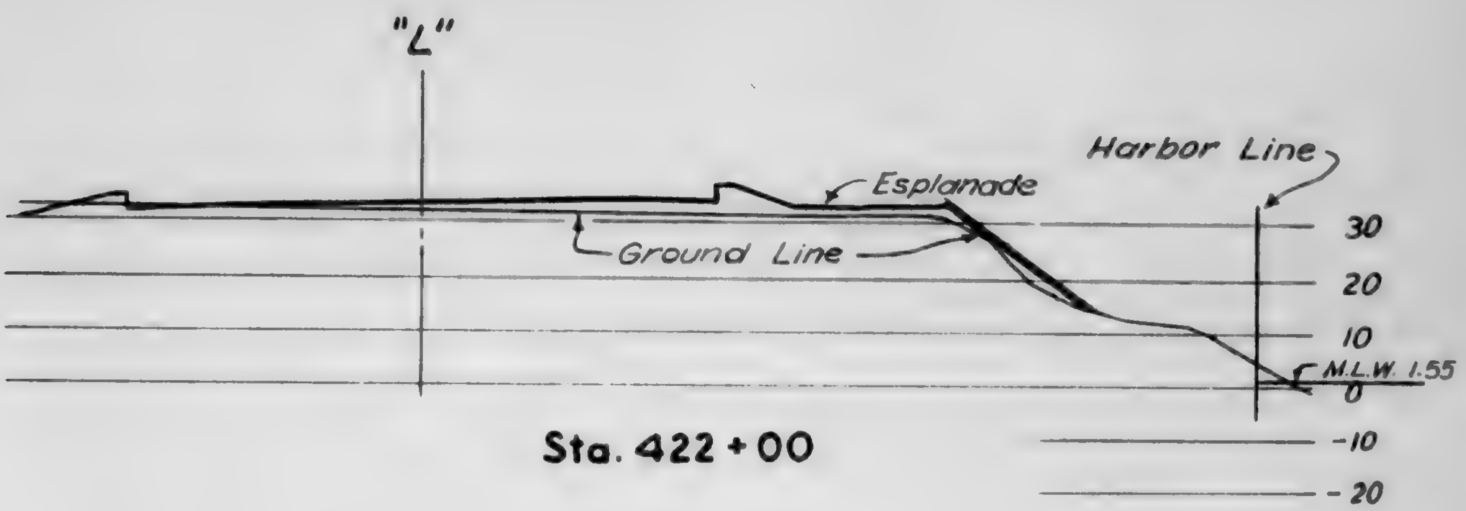
TYPICAL SECTIONS

NPP 285/70a(Will.Riv.-Fills)-2/3

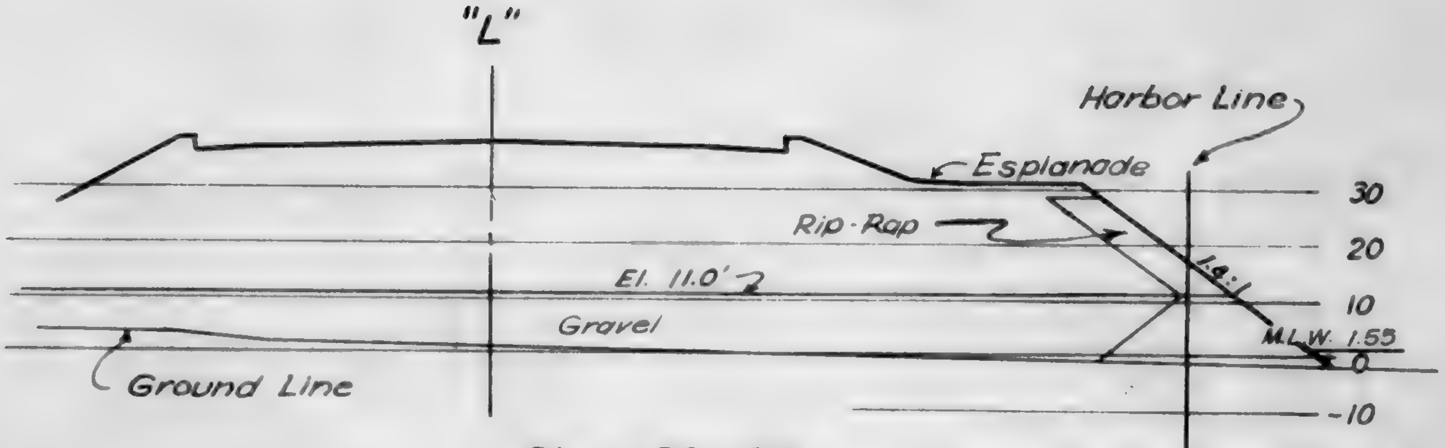


Sta. 406+00

SHEET 4 of 4



Sta. 422 + 00



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TYPICAL SECTIONS

NPP 285/70a(Will.Riv.-Fills)-2/4

Scale: 1" = 40' Horiz. & Vert.
0 40 80

RECEIVED
JUL 20 1959
FOR FILING

R

July 17, 1959

The District Engineer
Corps of Engineers
U. S. Army
628 Pittock Block
Portland 5, Oregon

Re: Your file NPP 285/70a
(Will.R.-Fills)-2

Dear Sir:

Under date of March 3, 1959, you granted us a permit to construct a fill and riprap on the east bank of the Willamette River in the vicinity of the Morrison Street Bridge. At the request of the City of Portland we have widened the shoulder on the East Bank Freeway to provide an esplanade. This will necessitate minor revisions in the permit drawings which are a part of the above-mentioned permit. I am attaching hereto four transparent tracings and three prints each showing the revised plan.

No change was made on Sheet 1. On Sheets 2 and 3 there are minor changes in the position of the slope lines. On Sheet 4 there is a change in the sections at Station 428 and at Section 432.

It is requested that the permit above referred to be modified to reflect these changes.

Very truly yours,

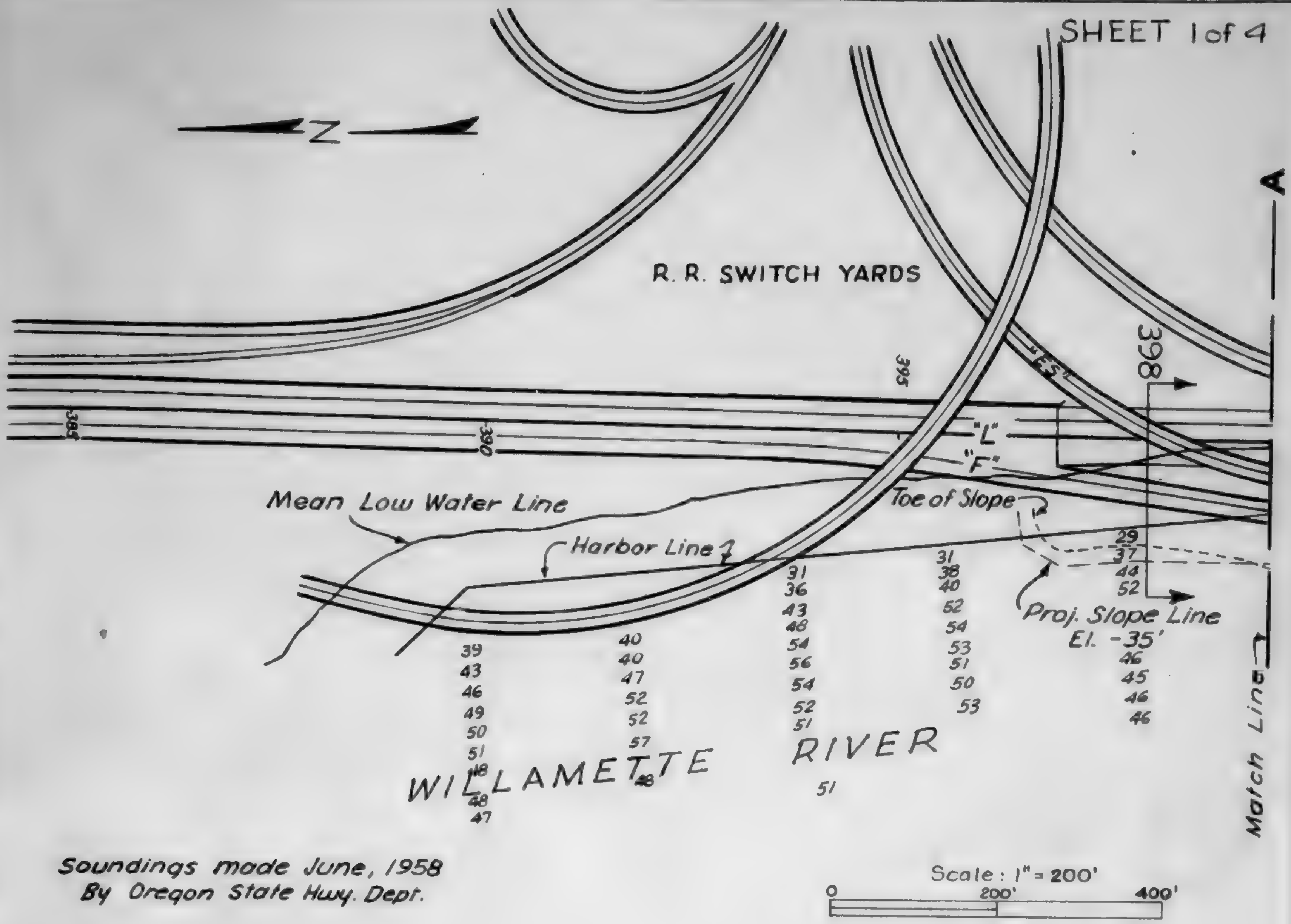
W. C. Williams
State Highway Engineer

By

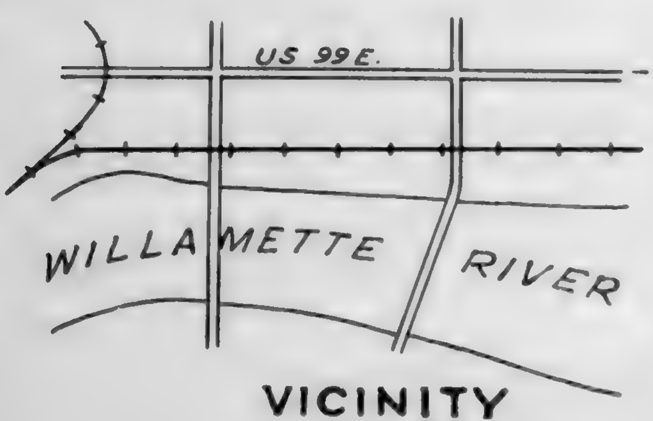
G. S. Paxson
Assistant State Highway Engineer

GSP:gm
Attachments
cc Mr. W. C. Williams
Mr. Tom Edwards
Mr. Lloyd P. Shaw

SHEET 1 of 4



Soundings made June, 1958
By Oregon State Hwy. Dept.



VICINITY MAP

Scale: 1"= 2000'

OREGON STATE HIGHWAY DEPARTMENT
Located Line

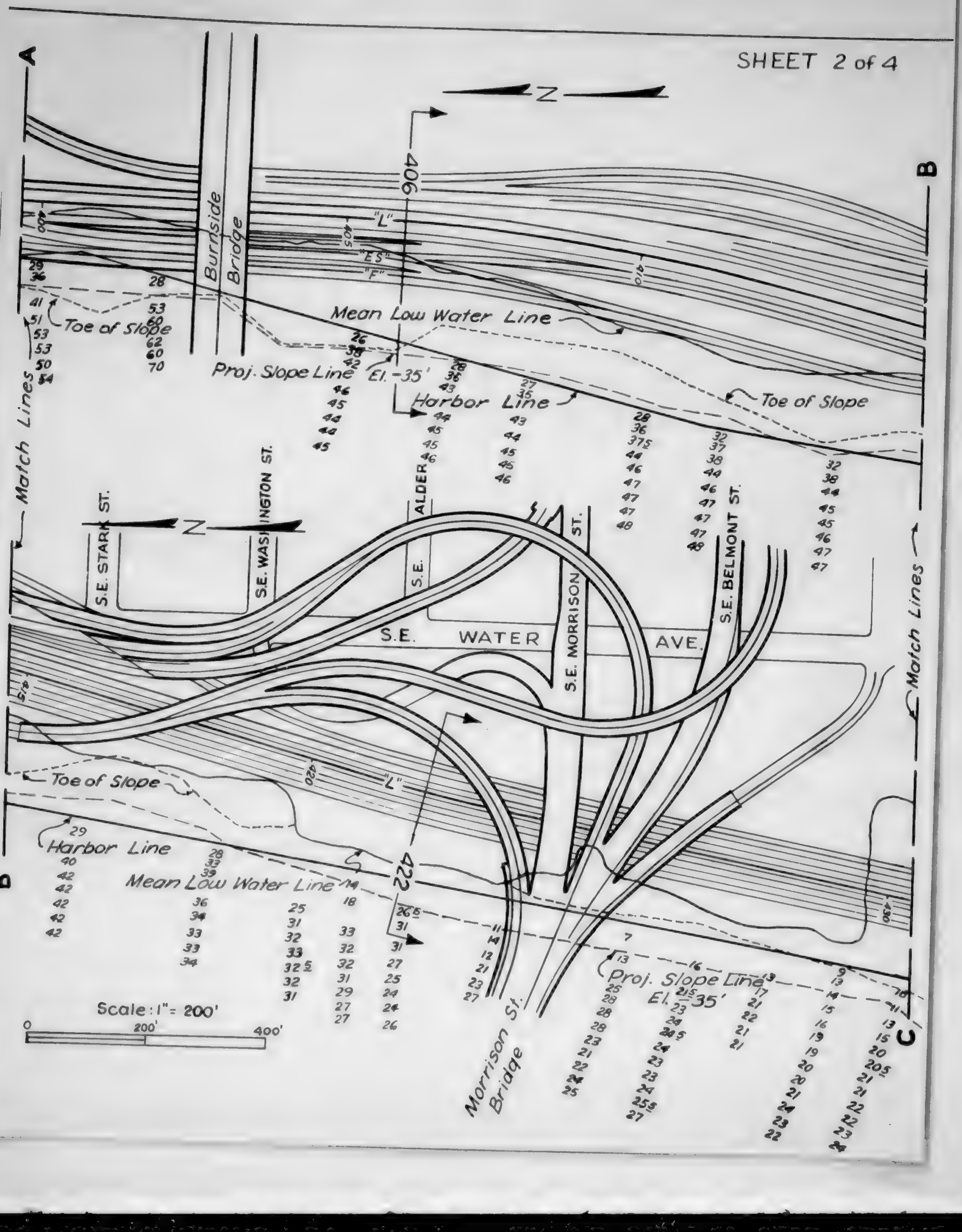
PROPOSED FILL IN WILLAMETTE RIVER

Datum U.S.C.& G.S. 1929 Adj.

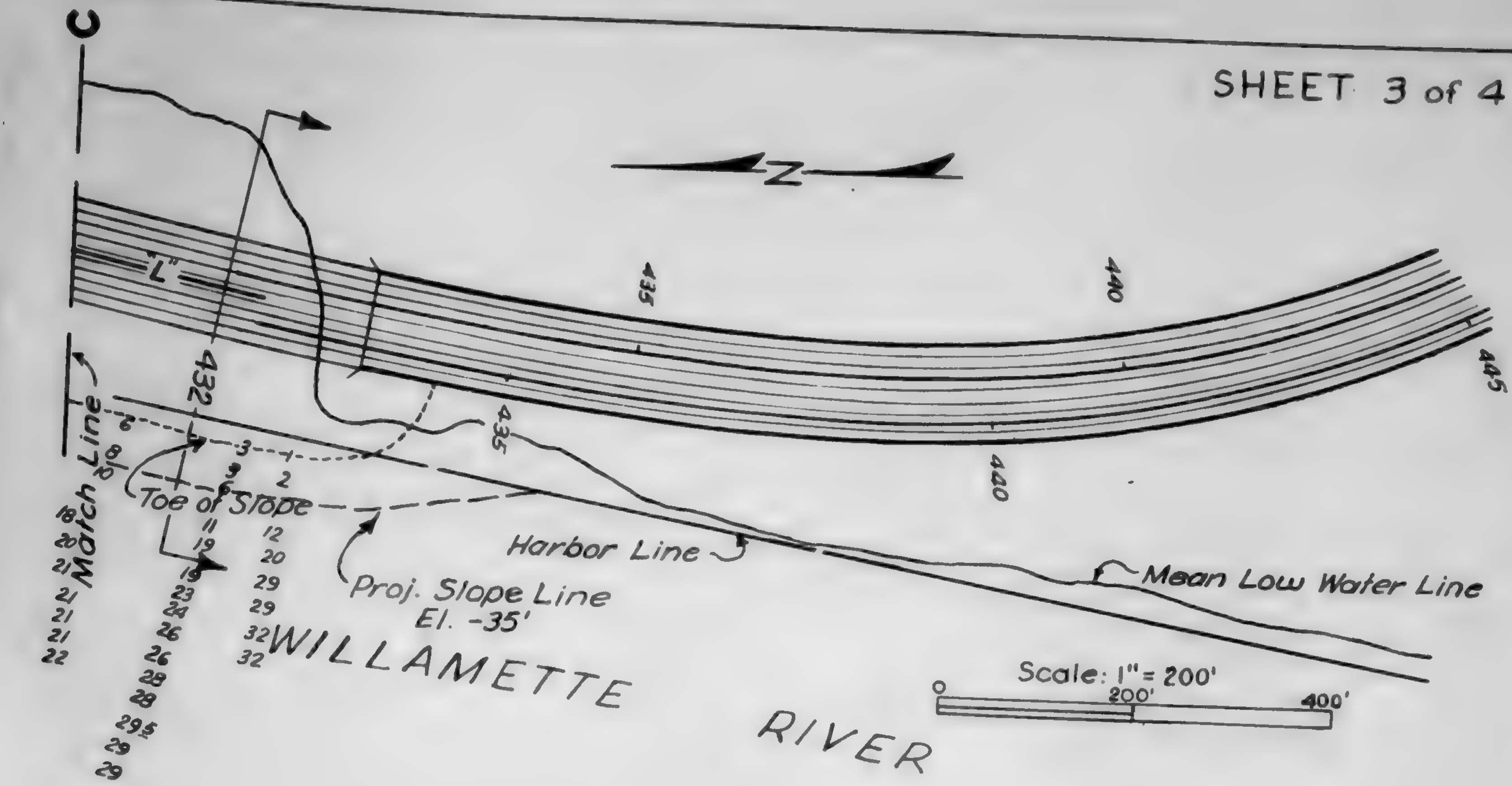
EAST BANK FREEWAY

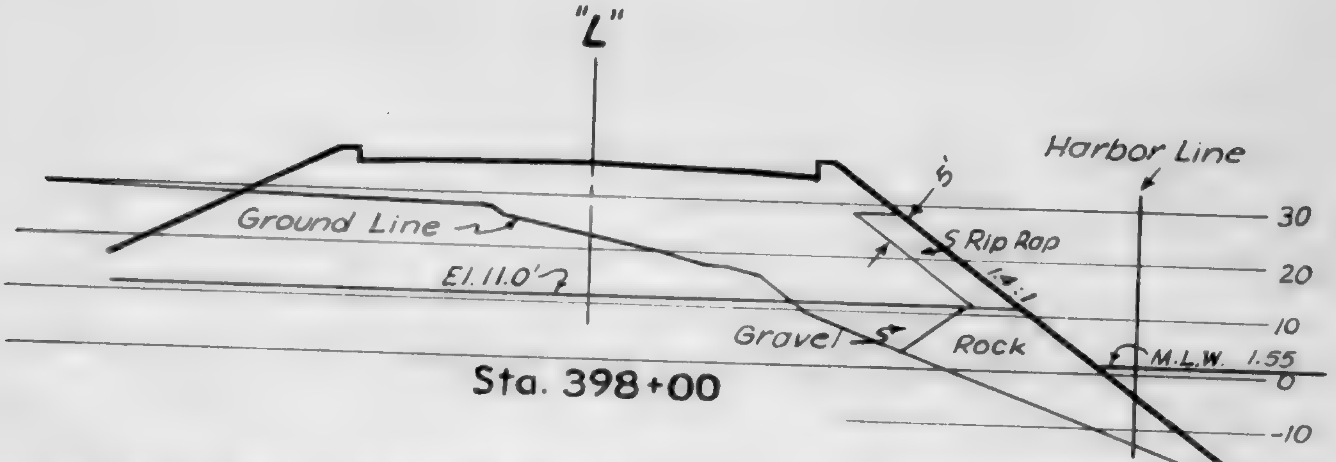
MULTNOMAH COUNTY
OCTOBER, 1958
REV. DEC. 1958
REV. JULY, 1959

SHEET 2 of 4


A
B
C
Z
Burnside Bridge
406
"L"
"ES"
"F"
405
410
400
Mean Low Water Line
Toe of Slope
Proj. Slope Line El. -35'
Harbor Line
Match Lines
S.E. STARK ST.
S.E. WASHINGTON ST.
S.E. ALDER
S.E. MORRISON ST.
S.E. BELMONT ST.
S.E. WATER AVE.
420
"L"
422
430
Morrison St. Bridge
Scale: 1" = 200'
0
200'
400'

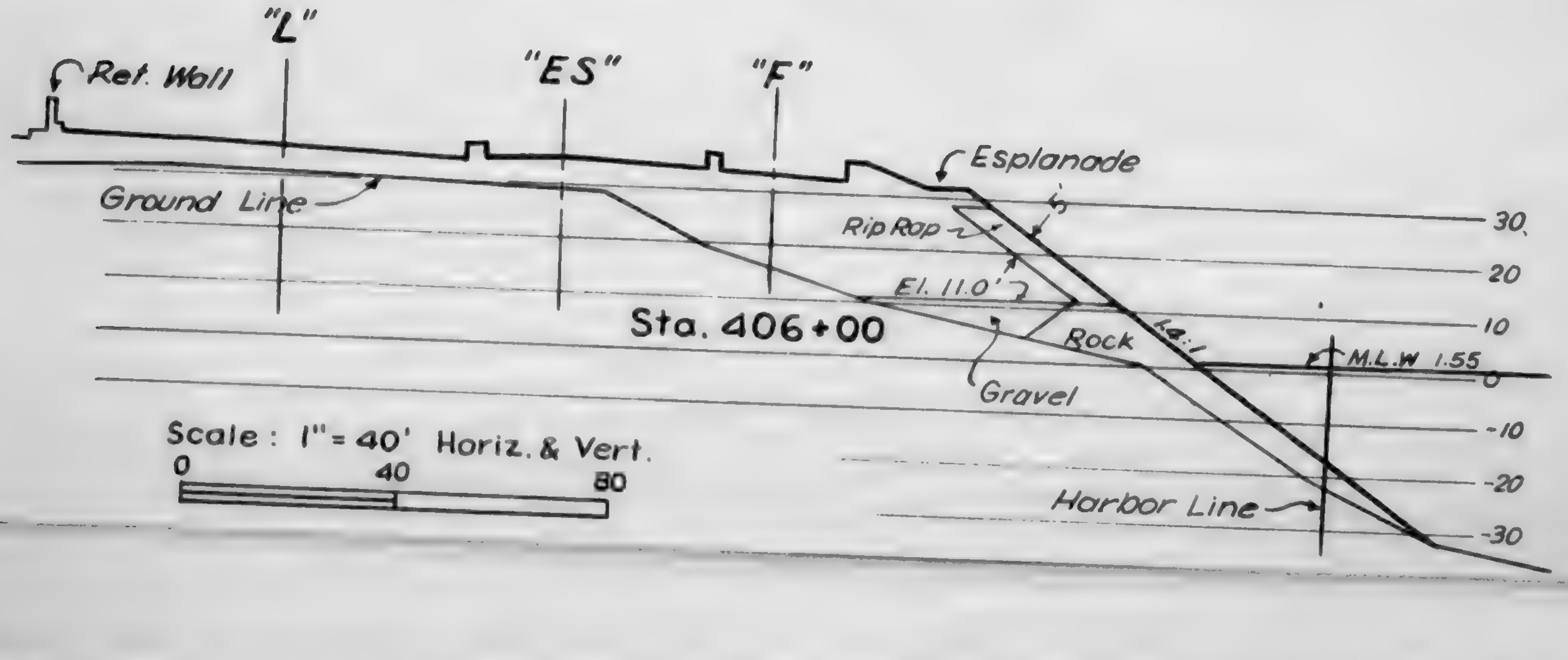
SHEET 3 of 4





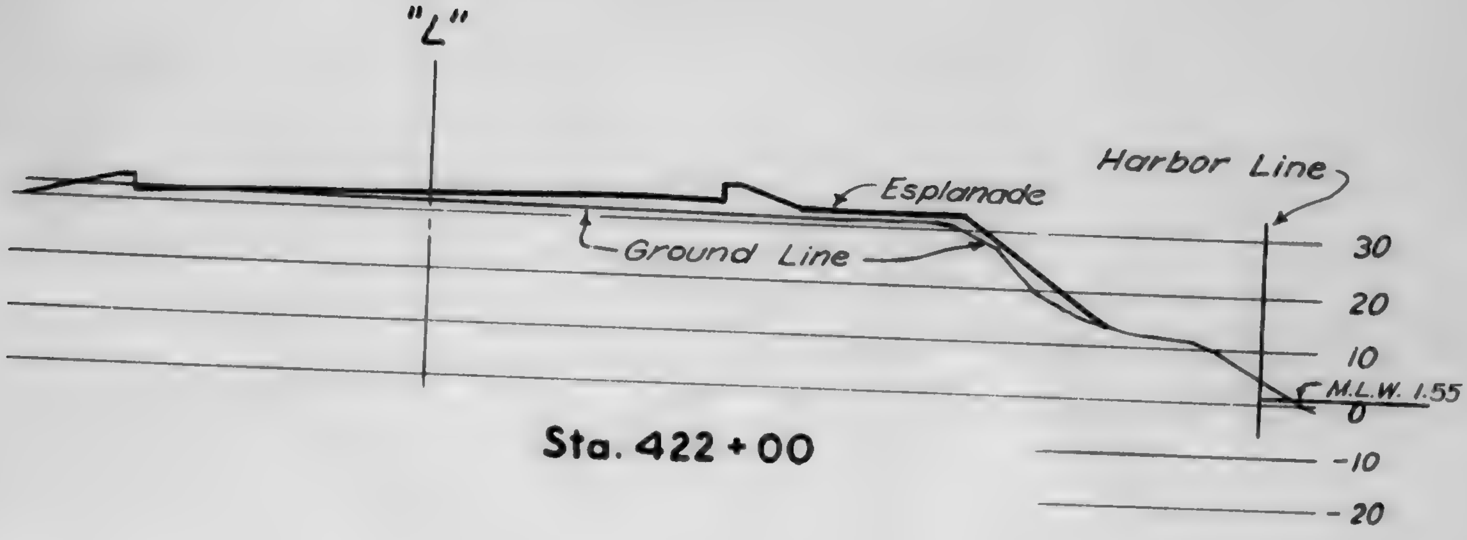
Sta. 398+00

TYPICAL SECTIONS



Sta. 406+00

SHEET 4 of 4



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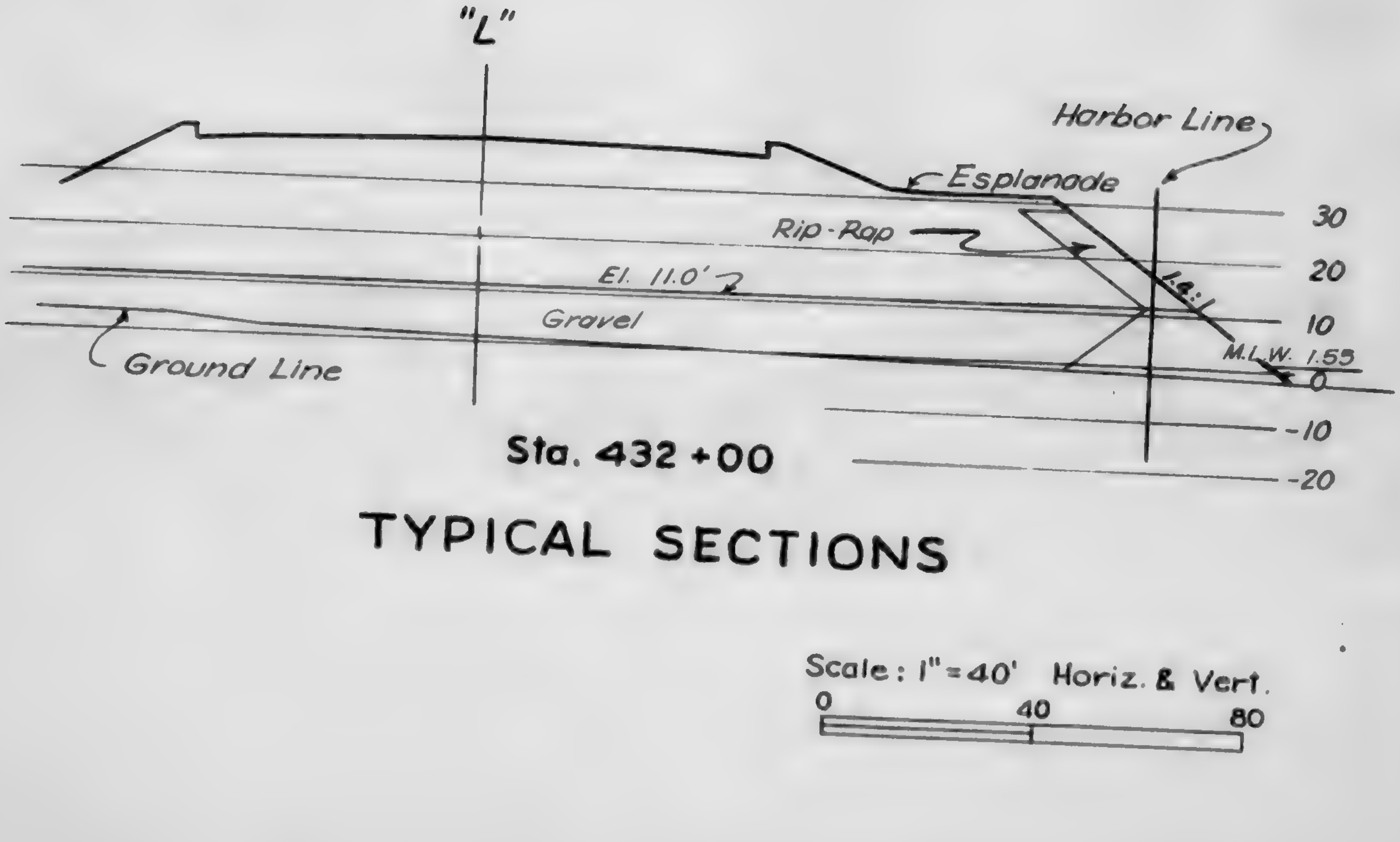


Sta. 432 + 00

TYPICAL SECTIONS

Co. 26

FORM E-20 50M 8-57—6583

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 5, 1959

SUBJECT: Proposed fill in Willamette River

To:

Mr. Tom Edwards

Attached hereto is a copy of our permit from the Corps of Engineers for the fill and riprap in the Willamette River near the Morrison and Burnside Street Bridges on the East Bank Freeway.

In addition to condition (i), which is called to our attention in Mr. Ragsdale's letter, I would call your attention to condition (j). It appears doubtful that this work would be completed by December 31, 1961, and, if it can not be completed, we should have notice several months in advance so that an extension of the permit can be had.

G S Paxson
G. S. Paxson

GSP:gm
Attach.
cc Mr. W. C. Williams
Mr. Lloyd Shaw

CONSTRUCTION DIVISION
RECEIVED
MAR 6 1959
NOTED BY: DE AE ADE CDE

Burkee
Attig
for your info.
and return to files,

2 additional copies sent to Shaw 3/9

U. S. ARMY ENGINEER DISTRICT PORTLAND
CORPS OF ENGINEERS
628 PITTOCK BLOCK
PORTLAND 5, OREGON

NPPEB-4

3 March 1959

NPP 205/70a(Will.R.-Fills)-2

Oregon State Highway Department

Salem, Oregon

ATTENTION: Mr. W. C. Williams, State Highway Engineer

Gentlemen:

In response to your application dated 27 January 1959, there is inclosed a permit authorizing construction of a fill and riprap in Willamette River at Portland, Oregon.

The instrument authorizes the work only in accordance with the approved plans shown on the prints attached to and made a part of the authorization. If it is necessary because of unforeseen or altered conditions to deviate materially from the approved plans, revised drawings showing any proposed changes must be submitted to this office in order that they may receive the approval required by law before the work is commenced.

Attention is invited to condition (i) of the instrument, which requires that this office be notified in writing concerning commencement, suspension, resumption, and completion of the work. If it does not conform substantially with the approved plan, the work will be unlawful. It is important, therefore, that the notices be received promptly in this office in order that inspections may be made at appropriate times.

Very truly yours,

T. W. RAGSDALE
Chief, Operations Division

1 Incl
Permit,
dtd 3 Mar 59

NPPKS-4   NPP 2[illegible]/70a(Will.R.-Fills)-2

DEPARTMENT OF THE ARMY

NOTE.—It is to be understood that this instrument does not give any property rights either in real estate or material, or any exclusive privileges; and that it does not authorize any injury to private property or invasion of private rights, or any infringement of Federal, State, or local laws or regulations, nor does it obviate the necessity of obtaining State assent to the work authorized. IT MERELY EXPRESSES THE ASSENT OF THE FEDERAL GOVERNMENT SO FAR AS CONCERNS THE PUBLIC RIGHTS OF NAVIGATION. (See *Cummings* v. *Chicago*, 188 U. S., 410.) [illegible]

PERMIT

Portland District, Corps of Engineers.
628 Pittock Block, Portland 5, Oregon
3 March, 19

Oregon State Highway Department

Salem, Oregon

Gentlemen:

Referring to written request dated 22 January 1959,

I have to inform you that, upon the recommendation of the Chief of Engineers, and under the provisions of Section 10 of the Act of Congress approved March 3, 1899, entitled "An act making appropriations for the construction, repair, and preservation of certain public works on rivers and harbors, and for other purposes," you are hereby authorized by the Secretary of the Army,

to construct a fill and riprap
(Here describe the proposed structure or work.)

in Willamette River
(Here to be named the river, harbor, or waterway concerned.)

at Portland, Oregon,
(Here to be named the nearest well-known locality—preferably a town or city—and the distance in miles and tenths from some definite point in the same, stating whether above or below or giving direction by points of compass.)

in accordance with the plans shown on the drawing attached heretomarked:
(For drawings: give file number or other definite identification marks.)

"NPP 285/70a(Will.R.-Fills)-2/1", ")-2/2", ")-2/3" and ")-2/4"

subject to the following conditions:

(a) That the work shall be subject to the supervision and approval of the District Engineer, Corps of Engineers, in charge of the locality, who may temporarily suspend the work at any time, if in his judgment the interests of navigation so require.

(b) That any material dredged in the prosecution of the work herein authorized shall be removed evenly and no large refuse piles, ridges across the bed of the waterway, or deep holes that may have a tendency to cause injury to navigable channels or to the banks of the waterway shall be left. If any pipe, wire, or cable hereby authorized is laid in a trench, the formation of permanent ridges across the bed of the waterway shall be avoided and the back filling shall be so done as not to increase the cost of future dredging for navigation. Any material to be deposited or dumped under this authorization, either in the waterway or on shore above high-water mark, shall be deposited or dumped at the locality shown on the drawing hereto attached, and, if so prescribed thereon, within or behind a good and substantial bulkhead or bulkheads, such as will prevent escape of the material in the waterway. If the material is to be deposited in the harbor of New York, or in its adjacent or tributary waters, or in Long Island Sound, a permit therefor must be previously obtained from the Supervisor of New York Harbor, New York City.

(c) That there shall be no unreasonable interference with navigation by the work herein authorized.

(d) That if inspections or any other operations by the United States are necessary in the interest of navigation, all expenses connected therewith shall be borne by the permittee.

(e) That no attempt shall be made by the permittee or the owner to forbid the full and free use by the public of all navigable waters at or adjacent to the work or structure.

(f) That if future operations by the United States require an alteration in the position of the structure or work herein authorized, or if, in the opinion of the Secretary of the Army, it shall cause unreasonable obstruction to the free navigation of said water, the owner will be required upon due notice from the Secretary of the Army, to remove or alter the structural work or obstructions caused thereby without expense to the United States, so as to render navigation reasonably free, easy, and unobstructed; and if, upon the expiration or revocation of this permit, the structure, fill, excavation, or other modification of the watercourse hereby authorized shall not be completed, the owners shall, without expense to the United States, and to such extent and in such time and manner as the Secretary of the Army may require, remove all or any portion of the uncompleted structure or fill and restore to its former condition the navigable capacity of the watercourse. No claim shall be made against the United States on account of any such removal or alteration.

(g) That the United States shall in no case be liable for any damage or injury to the structure or work herein authorized which may be caused by or result from future operations undertaken by the Government for the conservation or improvement of navigation, or for other purposes, and no claim or right to compensation shall accrue from any such damage.

(h) That if the display of lights and signals on any work hereby authorized is not otherwise provided for by law, such lights and signals as may be prescribed by the U. S. Coast Guard, shall be installed and maintained by and at the expense of the owner.

(i) That the permittee shall notify the said district engineer at what time the work will be commenced, and as far in advance of the time of commencement as the said district engineer may specify, and shall also notify him promptly, in writing, of the commencement of work, suspension of work, if for a period of more than one week, resumption of work, and its completion.

(j) That if the structure or work herein authorized is not completed on or before ...the 31st............ day of ...December.................., 19.61., this permit, if not previously revoked or specifically extended, shall cease and be null and void.

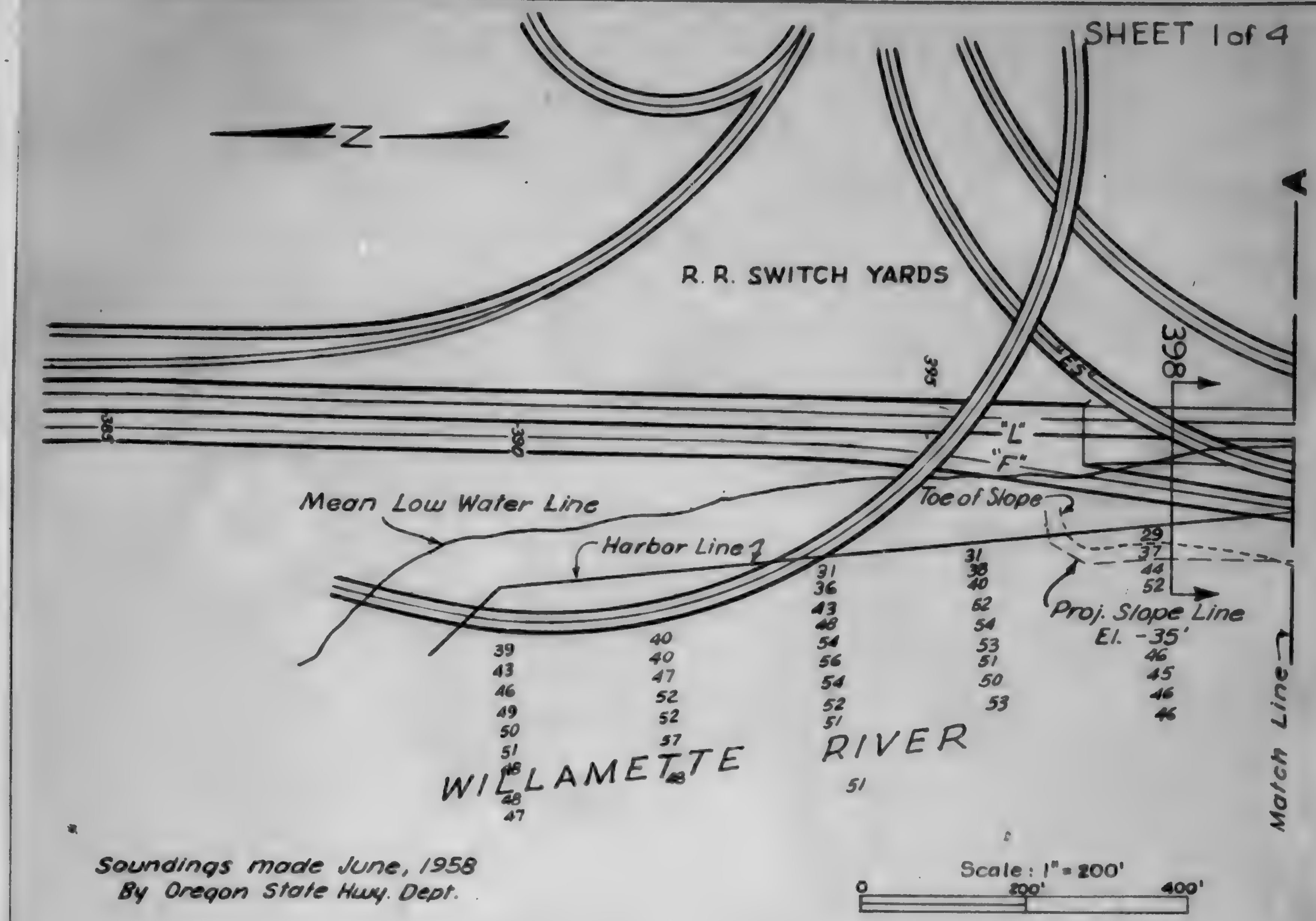
By authority of the Secretary of the Army:

W. L. WINEGAR
Colonel, Corps of Engineers
District Engineer

By

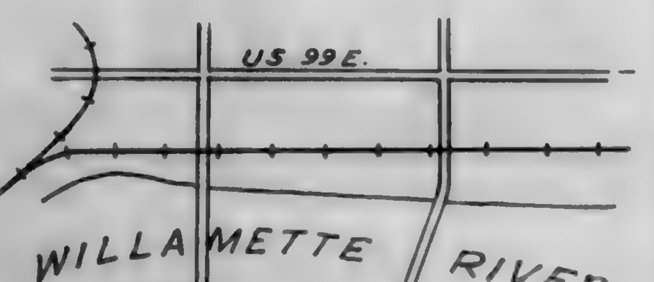
T. W. RAGSDALE
Chief, Operations Division

SHEET 1 of 4



Soundings made June, 1958
By Oregon State Hwy. Dept.

Scale: 1" = 200'



VICINITY MAP

Scale: 1" = 2000'

OREGON STATE HIGHWAY DEPARTMENT
Located Line

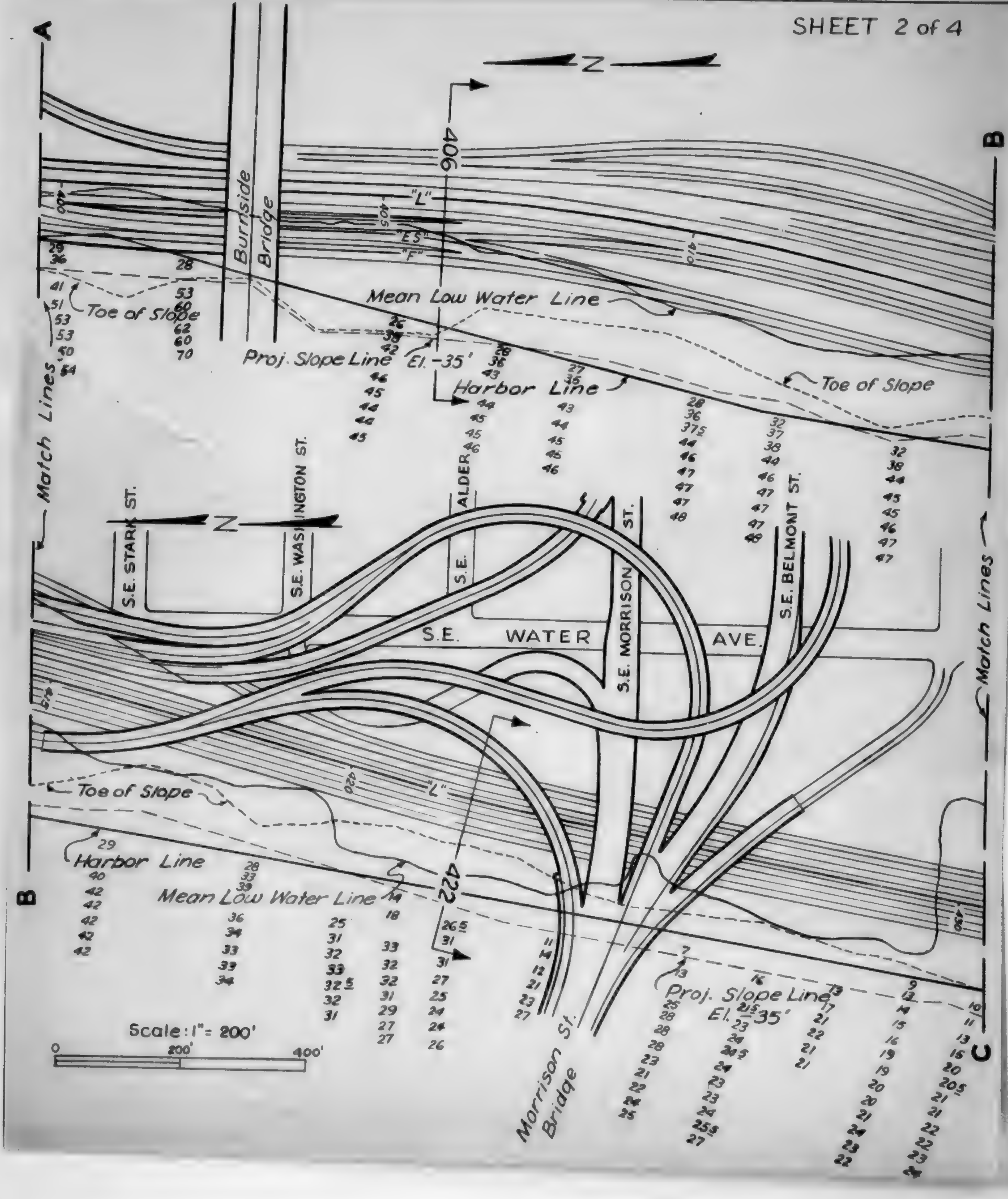
PROPOSED FILL
IN WILLAMETTE RIVER

Datum U.S.C.&G.S. 1929 Adj.

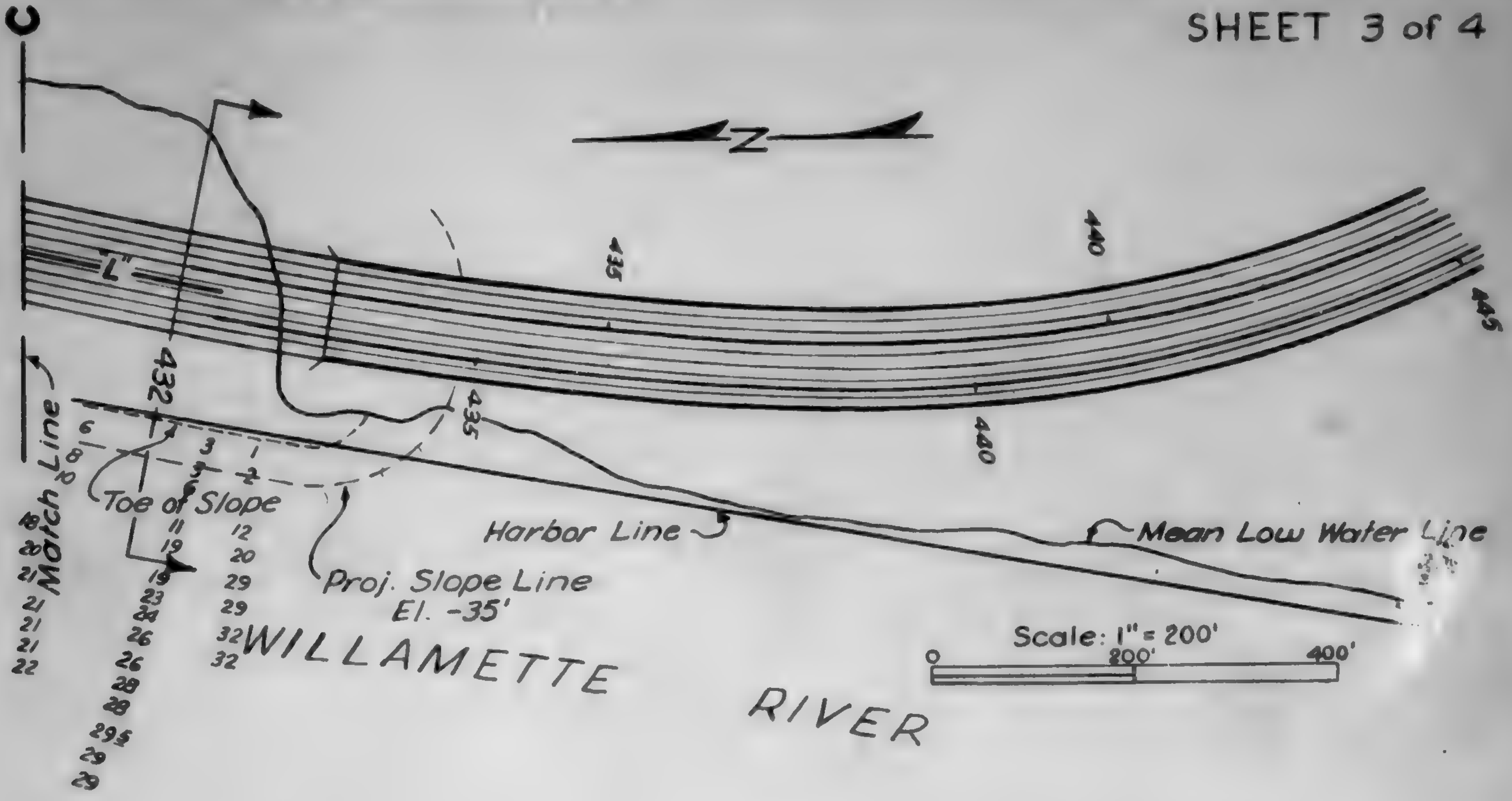
EAST BANK FREEWAY

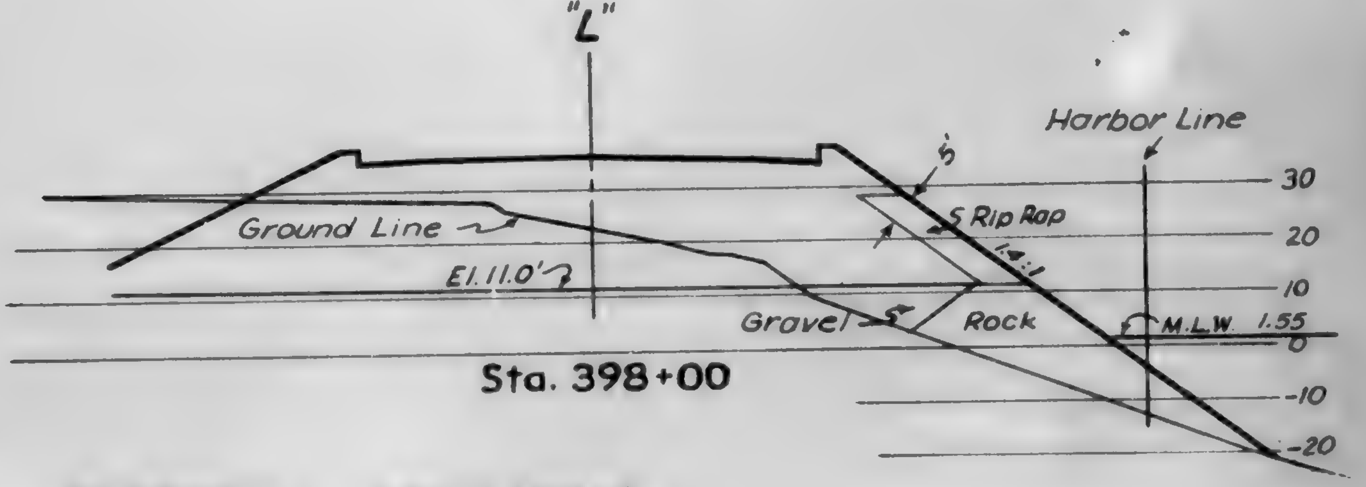
MULTNOMAH COUNTY
OCTOBER, 1958
REV. DEC. 1958

SHEET 2 of 4

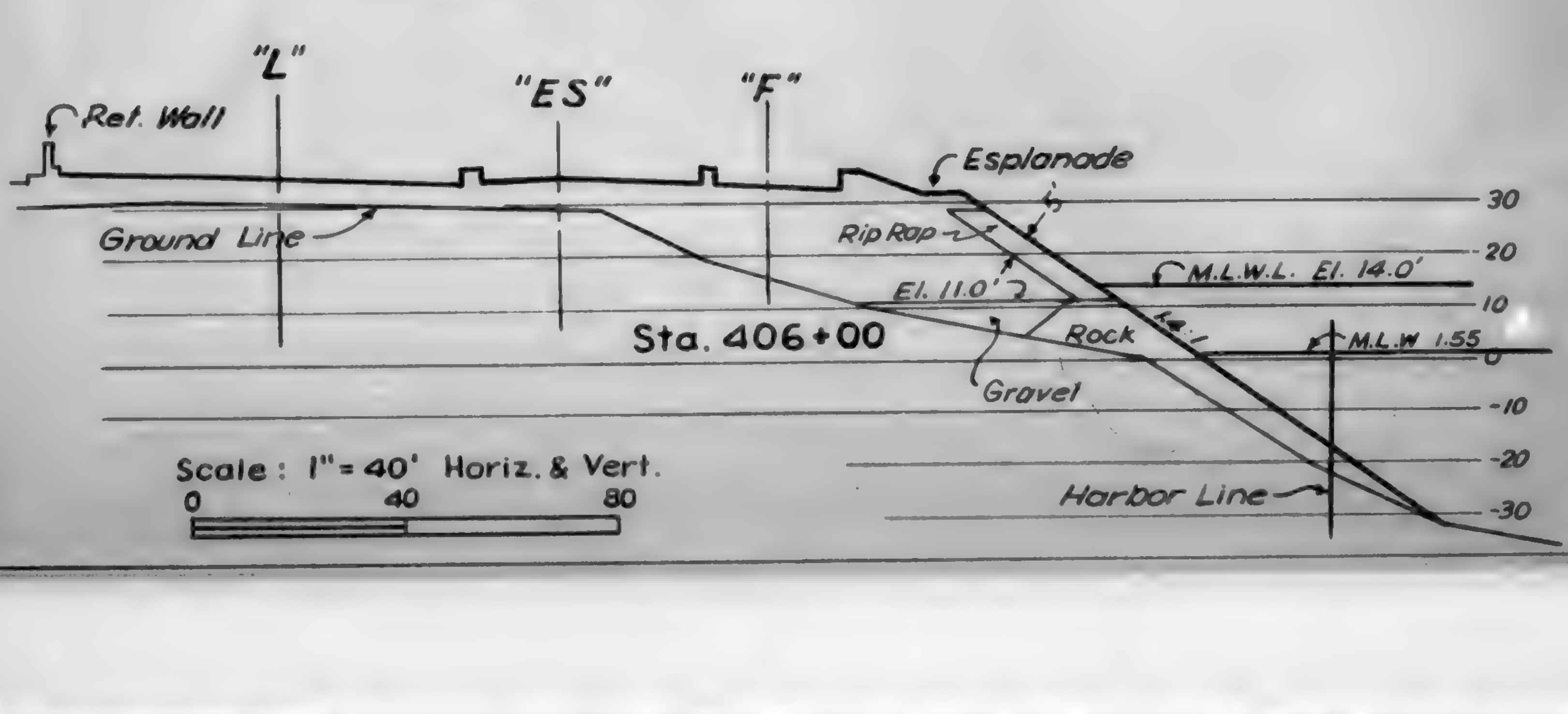

A
B
B
C
Z
Z
406
422
400
405
410
416
420
430
"L"
"ES"
"F"
"L"
Burnside Bridge
Mean Low Water Line
Toe of Slope
Proj. Slope Line El. -35'
Harbor Line
Toe of Slope
Match Lines
Match Lines
S.E. STARK ST.
S.E. WASHINGTON ST.
S.E. ALDER
S.E. MORRISON ST.
S.E. BELMONT ST.
S.E. WATER AVE.
Toe of Slope
Harbor Line
Mean Low Water Line
Proj. Slope Line El. -35'
Morrison St. Bridge
Scale: 1" = 200'
0
200'
400'

SHEET 3 of 4

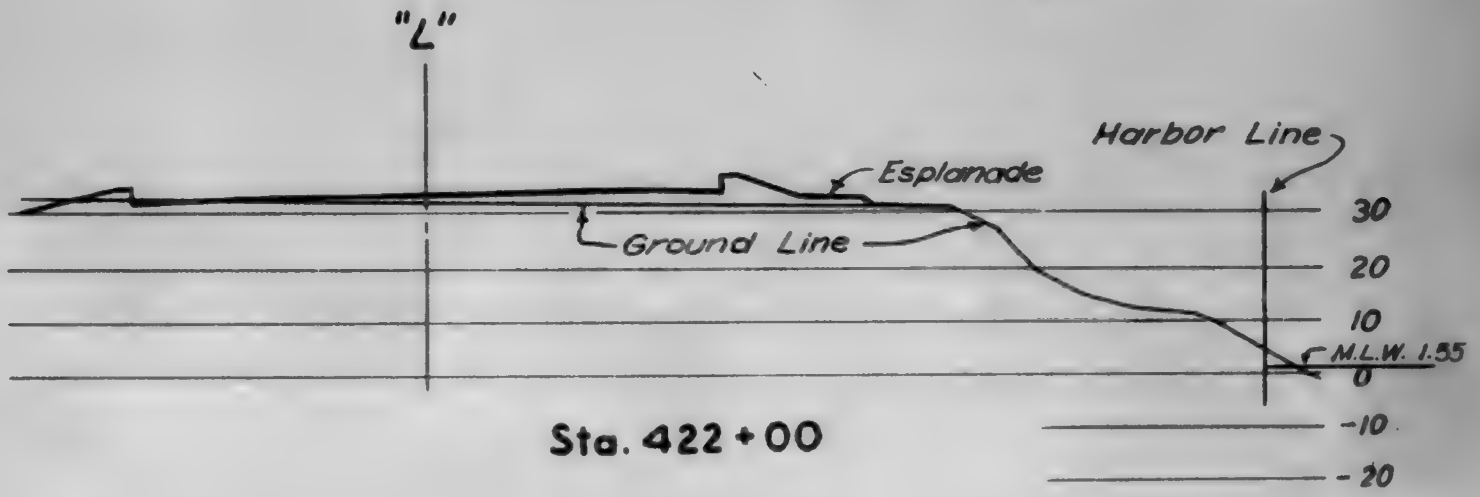




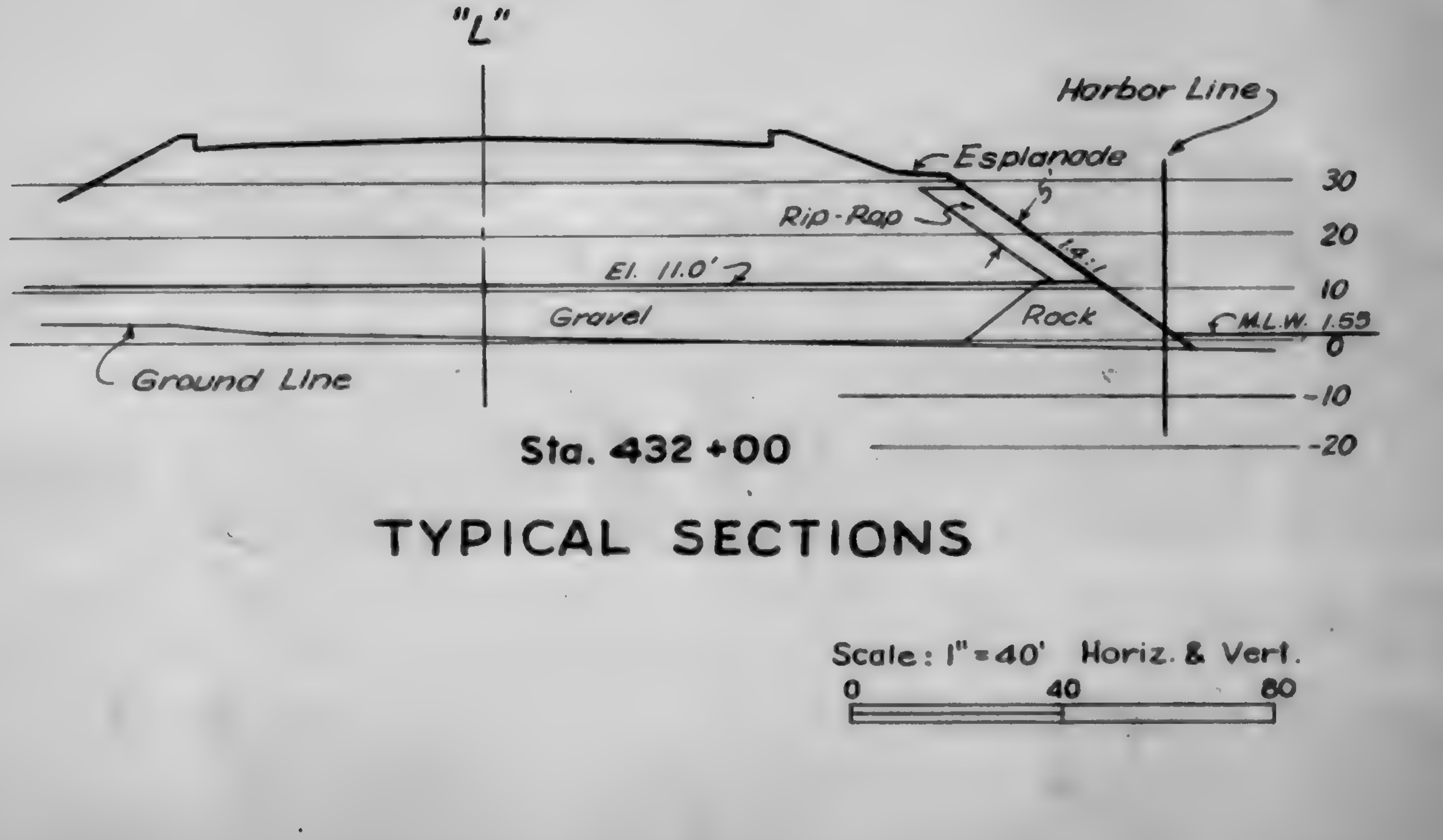
TYPICAL SECTIONS



SHEET 4 of 4



Sta. 422 + 00



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TYPICAL SECTIONS

Scale: 1" = 40' Horiz. & Vert.
0 40 80

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5756

Salem, Oregon
November 1, 1961

Liquidated Damages
Contract No. 5756
N. Page St.-S.E. Main St. Unit

Lloyd P. Shaw
Metropolitan Engineer

Estimates 13 and 14 on the subject project contain deduction for liquidated damages in the total amount of $4,960.

The contract does not provide a set and definite deduction for overruns in time on the 70 and 90 day sections of the project.

The Legal Division has ruled that the prorated deduction is not in accordance with the contract and that we cannot make a deduction unless we can show that actual damage has resulted from the overrun in time.

We are, therefore, eliminating the deduction from Estimate No. 14 and returning $1,600 deducted on Estimate No. 13.

R. L. Porter
Office Engineer

DBP:lt

cc: James Dea

RECEIVED
NOV 1 1961
FOR FILING

5756

Salem, Oregon
November 1, 1961

Liquidated Damages
Contract No. 5756
N. Page St.-S.E. Main St. Unit

Lloyd P. Shaw
Metropolitan Engineer

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R. L. Porter
Office Engineer

DBP:lt

cc: James Don

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AUG 4 1961
FOR FILING

5756

August 4, 1961

Mr. Fred T. Fowler
Highway Coordinator
Nordlander, Kelley and Luck
Consulting Engineers
208 City Hall Annex
Portland 4, Oregon

Dear Mr. Fowler:

Complete study has been made of the proposal contained in your request of January 11 addressed to Lloyd Shaw concerning the need for additional pedestrian facilities over the freeway easterly of the Memorial Coliseum. A plan was prepared to construct a joint sign-pedestrian bridge to provide this service. The Bureau of Public Roads rejected this proposal, as evidenced by its letter of April 14 (a copy of which is attached).

Further in regard to this situation, we have made a study of the extra pedestrian travel distance, and we find that under a condition of full utilization of all of the on-street parking areas easterly of the freeway the increased pedestrian travel distance is only 380 feet one way. This is only slightly in excess of a normal block; therefore, the situation does not appear too critical. The estimated additional cost to convert the sign bridge to a pedestrian overcrossing is $24,300. Should the City wish to pay this cost, the matter will be reconsidered.

Very truly yours,

W. C. Williams
State Highway Engineer

TE:jw me
Enclosure
cc Forrest Cooper
Tom Edwards
Lloyd Shaw

FORM B-30 50M 3-61 34307

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 13, 1961

SUBJECT:

To:

Mr. Forrest Cooper
Deputy State Highway Engineer
BUILDING

The City of Portland made a request that the sign bridge to be installed over the East Bank Freeway at the ramps north of Hassalo Street be a combined pedestrian-sign bridge. Mr. Shaw recommended this and submitted an analysis indicating distances of approximately 1,000 feet additional required to reach the E-R Center from on-street parking areas easterly of the freeway. This plan was submitted to the Bureau and they disapproved the installation.

As a result thereof a further and more detailed analysis was made which would indicate an overall saving of approximately 380 feet per pedestrian provided full utilization is made of all on-street parking easterly of the freeway during events at the Memorial Coliseum. This is for one-way only. Since this is only slightly in excess of one block, it appears that the Bureau's rejection of the request for a pedestrian bridge is justified.

I have prepared a rough draft to the City. If you concur in this position, please forward the letter to them.

Tom Edwards
Construction Engineer

TE:jw

Attach.

cc Lloyd Shaw

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[illegible] 1961
OFFICE OF
STATE HIGHWAY ENGINEER

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon
May 26, 1961

To: Mr. Tom Edwards
Construction Engineer
State Highway Department
Salem, Oregon

SUBJECT: N. Page St.-S.E. Main St. Section
East Bank Freeway
Contract #5756 Prefix: 626-1051

Your letter of May 17 indicates disagreement with our submittal of April 21 in regard to the effect of a pedestrian crossing of the freeway near N. Clackamas Street. The limited material returned to us does not pinpoint the area of disagreement; however, a pencil line showing the crossing of N. Williams Avenue near Clackamas Street is suspect, and some further thought has been given using this route.

The print as returned to you does not use the Clackamas Street crossing because at that point there is a greater conflict with vehicular traffic than at Halsey Street. The south parking area of the E-R Center tends to lead and unload from Hassalo Street and Harbor Drive. The pedestrian crossing at Halsey Street falls north of this particular movement.

Distances used in computations presented with this communication have not been figured via sidewalk installation but semi-airline across parking areas and E-R grounds. Whether or not this type of movement is used is of small consequence. A pedestrian-miles study is very similar if sidewalk routes are used. In arriving at a pedestrian-miles analysis the following criteria have been used:

1. The maximum capacity of the Glass Palace is roughly 15,000 persons.

2. That design for pedestrian facilities from on-street parking should be for approximately 55% of the possible total.

3. 10% of persons entering the Coliseum will arrive by bus or taxi.

Jerry
analyze

CONSTRUCTION DIVISION
RECEIVED
MAY 29 1961

4. That to functions of the type held in this facility approximately three persons will utilize each private automobile.

5. That there are available on the E-R grounds 1700 parking spaces.

6. That on the average seven automobiles can be parked adjacent to each 200 feet of curb between property lines. This allows for local parking not destined for the Coliseum, fire plugs, driveways, etc.

It is assumed that all areas within comparable distances of the Coliseum entrance are equally satisfactory to persons desiring on-street parking. No allowance is made here for difference in neighborhood characteristics.

We include herewith sheets showing tabulations of movement of cars, average distances, and pedestrian-feet of travel for a facility with a pedestrian overcrossing and without this same overcrossing. The area so treated lies west of and not including the west side of Union Avenue, north of a line approximately midway between Hassalo and Multnomah Streets, south of a line approximately one-third the distance from Halsey to Weidler. Our computations indicate that for one period of use of the Coliseum in which parking was completely utilized as outlined above 192 pedestrian-miles saving would result from installation of a pedestrian overcrossing.

I would appreciate your comments on our analysis of this phase of pedestrian traffic.

Lloyd P. Shaw
Metropolitan Engineer

LPS/lh
Encl.
cc: Luther Freeman

OREGON STATE HIGHWAY DEPARTMENT

TABULATION SHEET

SHEET 1 OF 2 SHEETS

N. Page St. - S.E. Main St. Section — East Bank Freeway

5-23-61

CCP

DISTANCE FROM EAST SIDE OF FREEWAY TO MEMORIAL COLISEUM—Pedestrian-Miles

						Without O'Crossing	With O'Crossing (Page 2)	Saving
ide-Street	Street	Between		No. of Cars	Ave. Dist.	Ped Feet	Ped-Feet	Ped-Feet
Both	Multnomah	First	Freeway	3	1,740	15,660	13,680	1,980
South	Multnomah	Union	First	21	1,730	108,990	96,390	12,600
North	Multnomah	Union	First	21	1,770	111,510	93,870	27,640
Both	Wasco	First	Freeway	4	1,960	23,520	15,600	7,920
South	Wasco	Union	First	21	1,990	125,370	80,010	45,360
North	Wasco	Union	First	21	2,030	127,890	77,490	50,400
Both	Williams Ct	First	Freeway	8	2,120	50,880	27,360	23,520
Both	Clackamas	First	Freeway	5	1.940	29,100	17,700	11,400
South	Clackamas	Union	First	21	1,950	122,850	73,710	49,140
North	Clackamas	Union	First	21	1,910	120,330	76,230	44,100
Both	Cherry Ct	First	Freeway	10	1,600	48,000	45,600	2,400
South	Halsey	Union	First	21	1,690	106,470	90,090	16,380
North	Halsey	Union	First	21	1,650	103,950	92,610	11,340
Both	First,	Equal Line	Multnomah	18	1,680	90,720	85,320	5,400
Both	Second, Third,	Multnomah	Wasco	40	1,880	225,600	165,600	60,000
Both	" " "	Wasco	Cen. Line	10	2,060	61,800	36,000	25,800
Both	" " "	Cen. Line	Clackamas	27	2,020	163,620	89,100	74,520
Both	" " "	Clackamas	Halsey	41	1,790	220,170	163,590	56,580
Both	" " "	Halsey	Equal Line	10	1,600	48,000	45,600	2,400
[illegible]	Second &	Wasco	Cen. Line				2,400	-2,400
[illegible]	Third	Cen. Line	Clackamas				9,600	-9,600
				364		1,904,430	1,397,550	506,[illegible]
[illegible]	[illegible]	per car			PED-MILES	360.7	[illegible]	[illegible]

OREGON STATE HIGHWAY
DEPARTMENT

[illegible] St. - S.E. Main St. Section   East Bank Freeway

DISTANCE FROM EAST SIDE OF FREEWAY TO MEMORIAL COLISEUM — Pedestrian Miles
With
O'Crossing

Side-Street	Street	Between		No. of Cars	Ave. Dist.	Ped-Feet*
Both	Multnomah	First	Freeway	3	1,520	13,680
South	Multnomah	Union	First	21	1,530	96,390
North	Multnomah	Union	First	21	1,490	93,870
Both	Wasco	First	Freeway	4	1,300	15,600
South	Wasco	Union	First	21	1,270	80,010
North	Wasco	Union	First	21	1,230	77,490
Both	WilliamsCt	First	Freeway	8	1,140	27,360
Both	Clackamas	First	Freeway	5	1,180	17,700
South	Clackamas	Union	First	21	1,170	73,710
North	Clackamas	Union	First	21	1,210	76,230
Both	Cherry Ct	First	Freeway	10	1,520	45,600
South	Halsey	Union	First	21	1,430	90,090
North	Halsey	Union	First	21	1,470	92,610
Both	First,	Equal Line	Multnomah	18	1,580	85,320
Both	Second, Third.	Multnomah	Wasco	40	1,380	165,600
Both	" ", "	Wasco	Cen.Line	10	1,200	36,000
Both	" " "	Cen.Line	Clackamas	27	1,100	89,100
Both	" " "	Clackamas	Halsey	41	1,330	163,590
Both	" " "	Halsey	Equal Line	10	1,520	45,600
Both**	Second &	Wasco	Cen.Line	8**	50	2,400**
Both**	Third	Cen.Line	Clackamas	20**	80	9,600**
						1,397,550 equals 264.7 ped-miles

*Assume three people per car
**These figures arise from a "backtracking" path which must be followed by people on Second and Third between Wasco and Clackamas.

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

CONSTRUCTION DIVISION
RECEIVED
APR 24 1961
NOTED-- ☒ ☒ ☐ ☐ ☐

Portland, Oregon
April 21, 1961

SUBJECT: N. Page St.-S.E. Main St.
East Bank Freeway
Contract: 5756
Prefix: 626-1051

To: Mr. Tom Edwards
Construction Engineer
State Highway Department
Salem, Oregon

In reply to your letter of April 18 and with reference to the Bureau of Public Roads' communication to W. C. Williams dated April 14 in regard to a pedestrian overpass between Hassalo and Weidler Streets of the subject project, two prints are submitted herewith.

Print #1 is the Skidmore, Owings & Merrill architectural plan for the Coliseum Building and adjacent grounds.

Print #2 is a 1"=200' scale map of the general area near the ER Center and shows comparative distances from a point at N. E. First Avenue 50 feet south of the south line of N. E. Clackamas Street to the E-R Center main entrance. From this point via the proposed pedestrian overcrossing the distance to the Coliseum main entrance is 1320 feet. By way of N. E. First Avenue, Weidler, Wheeler Avenue, and approach sidewalks to the E-R Center the distance is 2170 feet. Via N. E. First Avenue southerly to Hassalo Streets, westerly to Williams Avenue, thence northwesterly across the parking lot adjacent to the E-R Center the distance to the main entrance is 2200 feet. The distances given are the most advantageous comparison of the pedestrian overcrossing from points east of the East Bank Freeway. Any other point of origin would show less saving of distance by the overcrossing route.

As pointed out in your letter, the area east of the freeway and west of the Lloyd Center are now in the process of rehabilitation, which process will doubtless continue for a considerable time. This improvement of the territory between Multnomah and Halsey Streets would result in additional use of the pedestrian overcrossing by traffic from stable points of origin. Pedestrians from vehicles parked in this same area might vary in number considerably depending upon the type of build-up which results. Conceivably large parking lots might be established which would increase the pedestrian volume immensely.

Lloyd P. Shaw
Lloyd P. Shaw
Metropolitan Engineer

LPS/lh
cc: Freeman

REFERRED 4-24
TO [illegible]
FOR [illegible]
ACTION TAKEN
L. H. YOUNG

408 State Highway Building
Salem, Oregon

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

April 14, 1961

C. C. Polk, Division Engineer
08-35.4-DA Salem, Oregon

Oregon I-5-6(--)301, East Bank Freeway - Pedestrian Overpass

The request for a pedestrian overpass between N. E. Hassalo Street and N. E. Weidler Street to serve the Memorial Coliseum has been received by this office. Your letter to this office dated April 7 requested our early reply to this request.

Federal-aid Highway funds may participate in the construction of pedestrian overpass or underpass facilities where the construction is in the public interest on the basis that there exists a substantial volume of pedestrian traffic that would constitute a hazard and interfere with the free flow of motor traffic and impair the efficient use of the highway.

Suitable access is available via the structures on N. E. Weidler and N. E. Hassalo Streets. It does not appear that the use of these structures would cause any undue hardship since only two or three extra blocks of travel would be involved.

Under the circumstances we are not in a position to recommend Federal participation in the proposed structure.

Cy to [illegible]

CONSTRUCTION DIVISION
RECEIVED
APR 17 1961
NOTED- ☑ ☑ ☐ ☐ ☐
CE ACE ACE COE

[illegible]

NOTED--

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE
Portland, Oregon
February 28, 1961

SUBJECT: N. Page St.-S.E. Main St. Unit
Pacific Highway
Contract: 5756

To: Mr. Tom Edwards
Construction Engineer
State Highway Department
Salem, Oregon

Attention: Mr. D. J. Barbee

I am transmitting herewith two copies of a letter from Fred T. Fowler, Highway Coordinator, to which are attached copies of a letter by Don Jewell of the Memorial Coliseum requesting construction of a pedestrian underpass in the vicinity of the Memorial Coliseum.

It would appear that the logical position for the pedestrian underpass would be approximately on the centerline of N. E. Multnomah at which point the underpass could be built on the existing street grade and the highway fill would be sufficient to cover it. The objection to this location is that it is only one block removed from Hassalo Street which will remain open and is not too close to the Coliseum. The objection to moving the underpass farther north would be the necessity for sinking it below ground level.

It is the opinion of this office that an underpass in this neighborhood would be very undesirable and would not be used to any extent. The estimate for construction of the underpass is $19,800. Prints are attached showing plan and profile.
This office has prepared an estimate for a pedestrian overcrossing at Station 368+20 at an estimated cost of $23,000. If a facility is to be installed for the use of pedestrians crossing from one side of the highway to the other, it is believed that the overcrossing would be far superior to an underpass. Before such an overcrossing is built the City should clean up the area immediately north of Multnomah Street and east of the highway so that people would not hesitate to use these streets for parking cars. Under present conditions I don't believe that anyone "in the know" would park north of Multnomah Street at night. Prints are attached showing plan and profile for such an overcrossing.

A. V. Benedict
A. V. Benedict
Assistant Metropolitan Engineer

AVB/lh
Encl.

REFERRED TO
Barbee
By Asst Construction Engineer

R/D Letter to Blk requesting approval.

COPY COPY

NORDLANDER, KELLEY AND LUCK
Consulting Engineers
208 City Hall Annex
Portland 4, Oregon

Fred T. Fowler - Highway Coordinator

January 11, 1961

Mr. Lloyd Shaw
Metropolitan Engineer
State Highway Department
P. O. Box 4699 - Sellwood Station
Portland, Oregon

Dear Mr. Shaw:

Transmitted herewith is a copy of a communication from Mr. Don Jewell, General Manager of the Memorial Coliseum, in which he calls attention to the need for a pedestrian underpass under the East Bank Freeway at a point midway between N. E. Hassalo Street and N. E. Weidler Street.

The construction of the freeway has seriously interfered with the use of the street area east of N. E. 1st Avenue for parking purposes because of the distances that must be walked to get to and from the Coliseum. Had the Coliseum been already constructed when the freeway was planned, undoubtedly, there would have been apparent the need for such a pedestrian crossing.

Will you please take this matter up with the Salem office and determine their reaction and that of the Bureau Engineers to such added construction. I will be glad to meet with you, Mr. Jewell, and Mr. Weller to discuss the matter.

Yours very truly,

NORDLANDER, KELLEY AND LUCK

By: Fred T. Fowler
Highway Coordinator

FTF:ll

Enclosure

c.c: 1) Mr. Don Jewell, 2) Mr. W. J. Weller
3) Nordlander, Kelley and Luck

---- COPY ----

MEMORIAL COLISEUM
Portland 17, Oregon ... BElmont 5-8441

December 19, 1960

Dear Commissioner Bowes:

Please accept my sincere thanks for your interest in the many problems confronting the Memorial Coliseum. On behalf of the Exposition-Recreation Commission, I want to particularly thank you for calling the recent meeting at which the Coliseum traffic problems were discussed.

Inasmuch as the Commission has requested that I continue to do everything possible to alleviate our parking conditions, I would like to submit for your consideration the possibility of a pedestrian underpass from the Coliseum parking lot to areas on the Southeast side of the East Bank Freeway.

I would like very much to be able to report to my Commission at an early date on any opinions which you and your staff may have relative to the possibility or advisability of such a pedestrian underpass which would make available to Coliseum patrons a substantial area of on-street parking now unavailable because of the freeway construction program.

Your comments will be greatly appreciated.

Yours very truly,

MEMORIAL COLISEUM

Don Jewell
General Manager

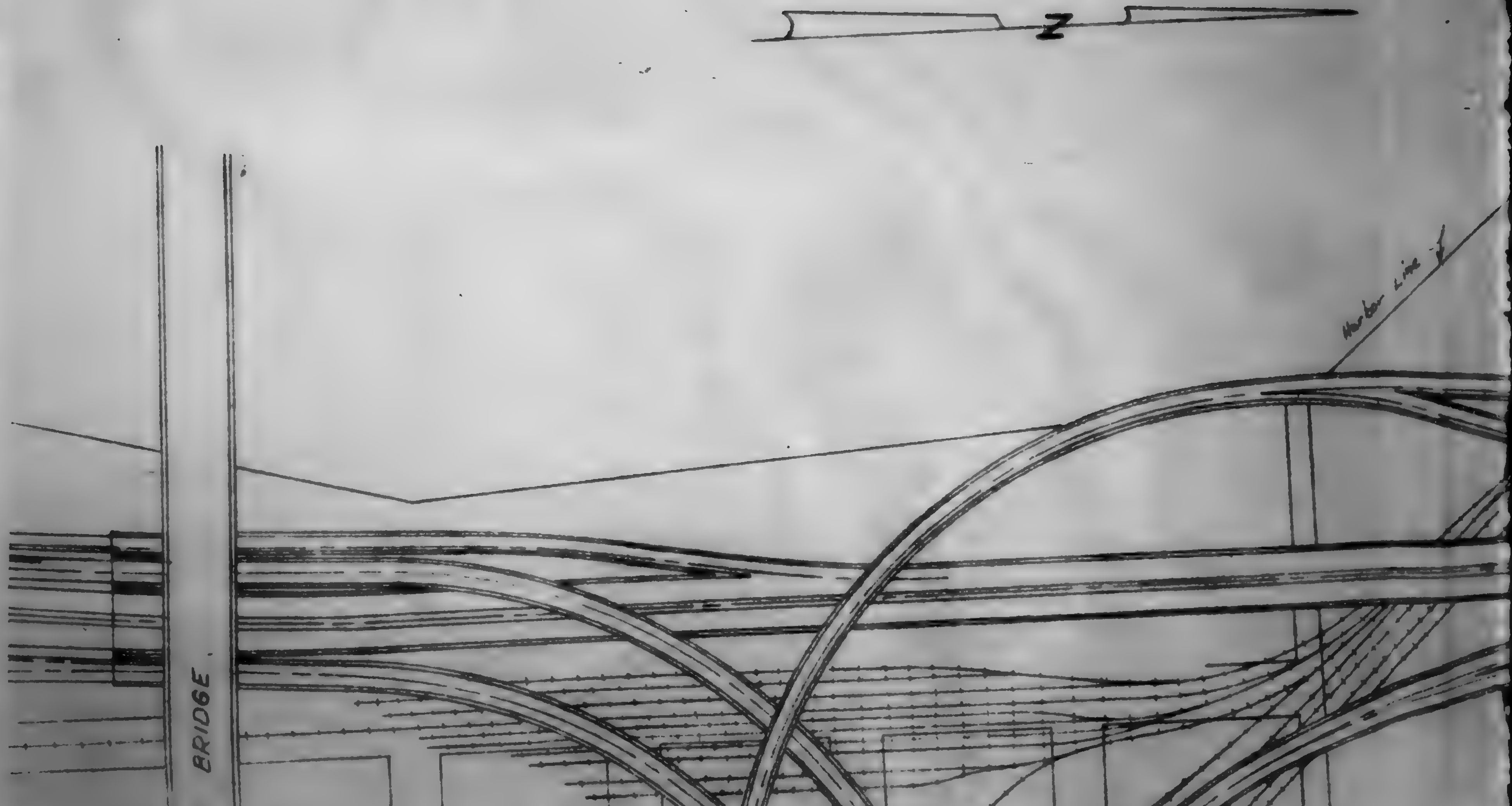
11

OREGON S

N. Page St. to

EXISTING & PRO
FROM EAST S
OF ME

L.P. Shaw, Metro Eng



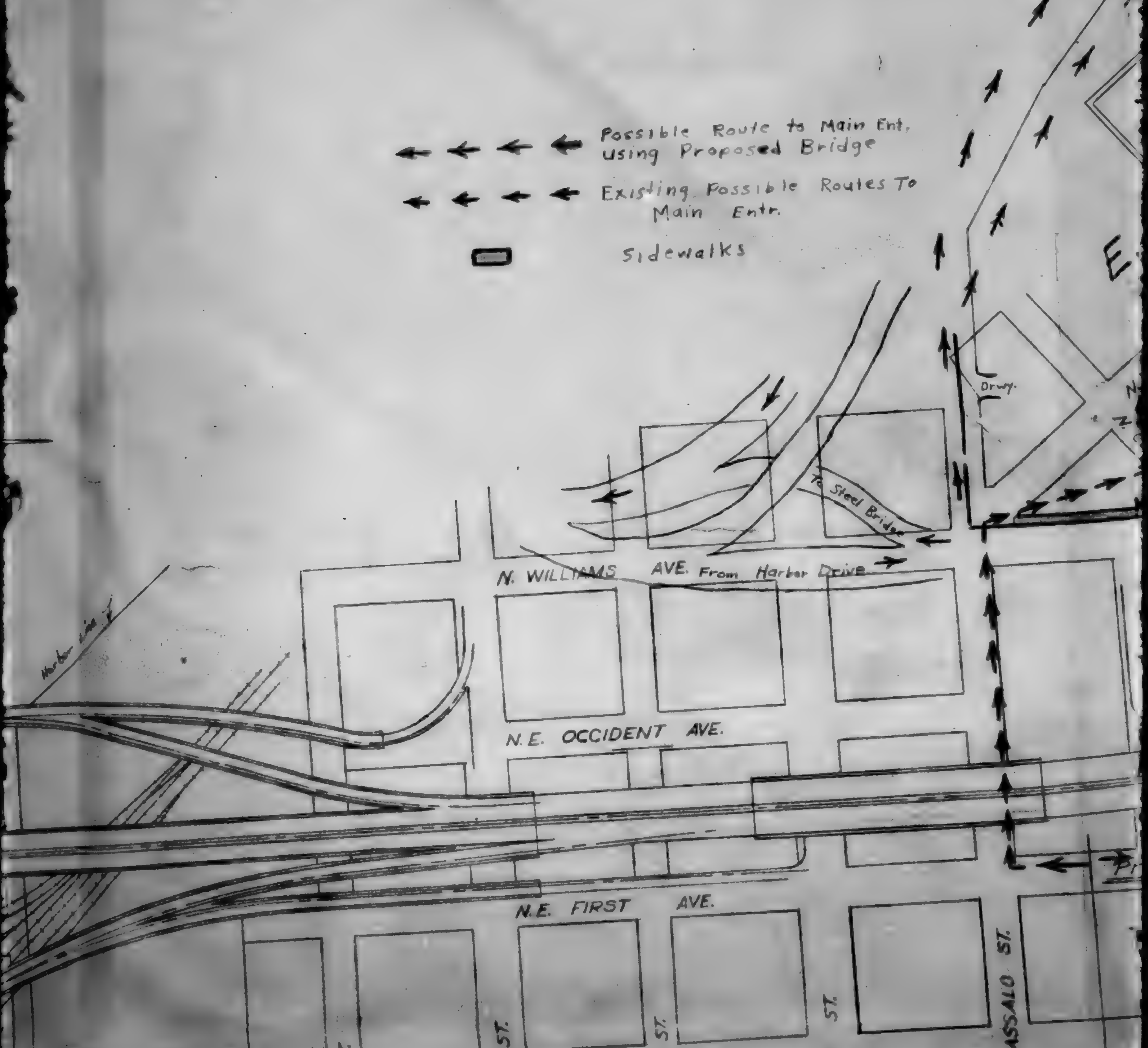
OREGO STATE HIGHWAY DEPT.

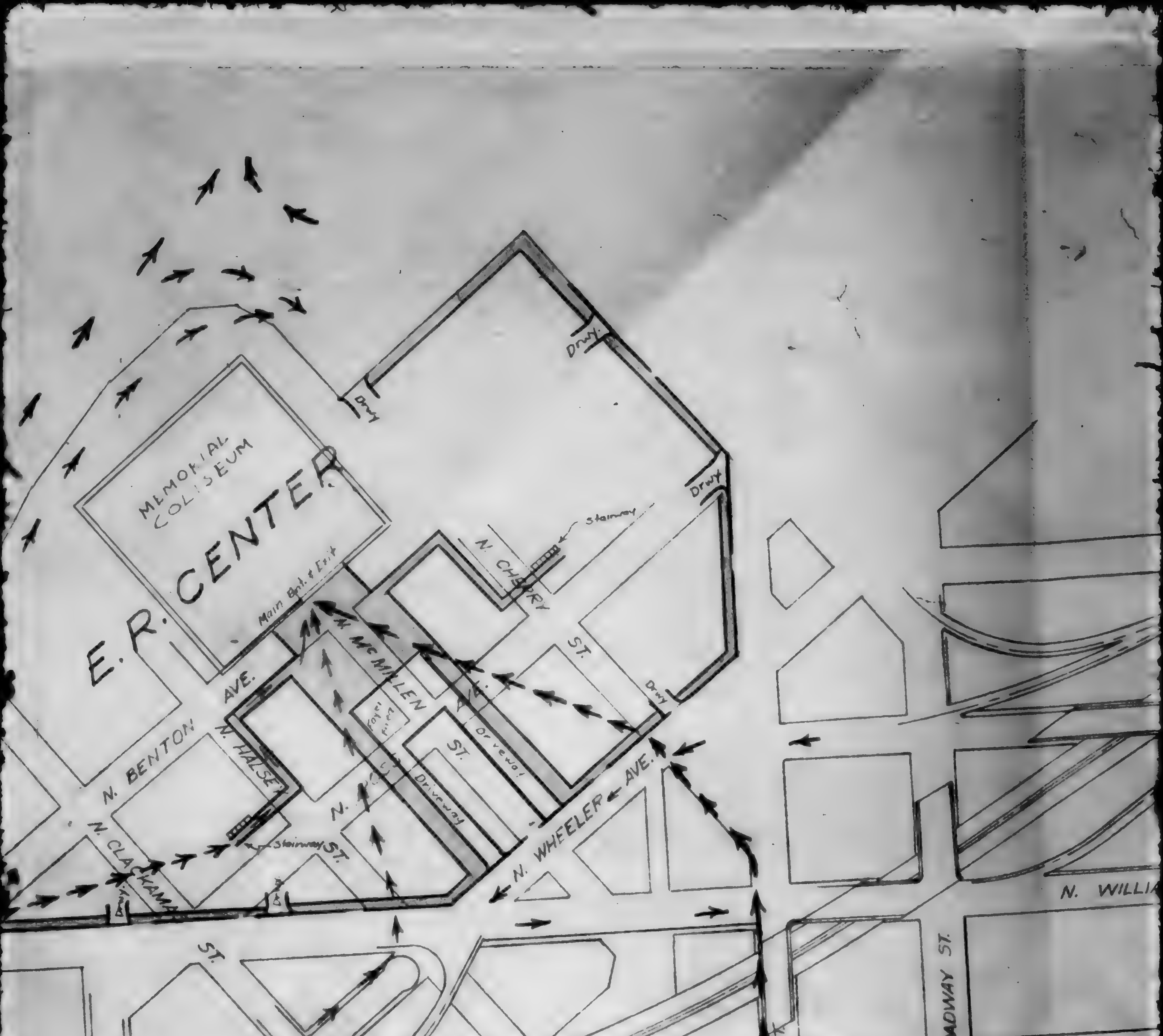
ge St. to S.E. Main St. East Bank Freeway

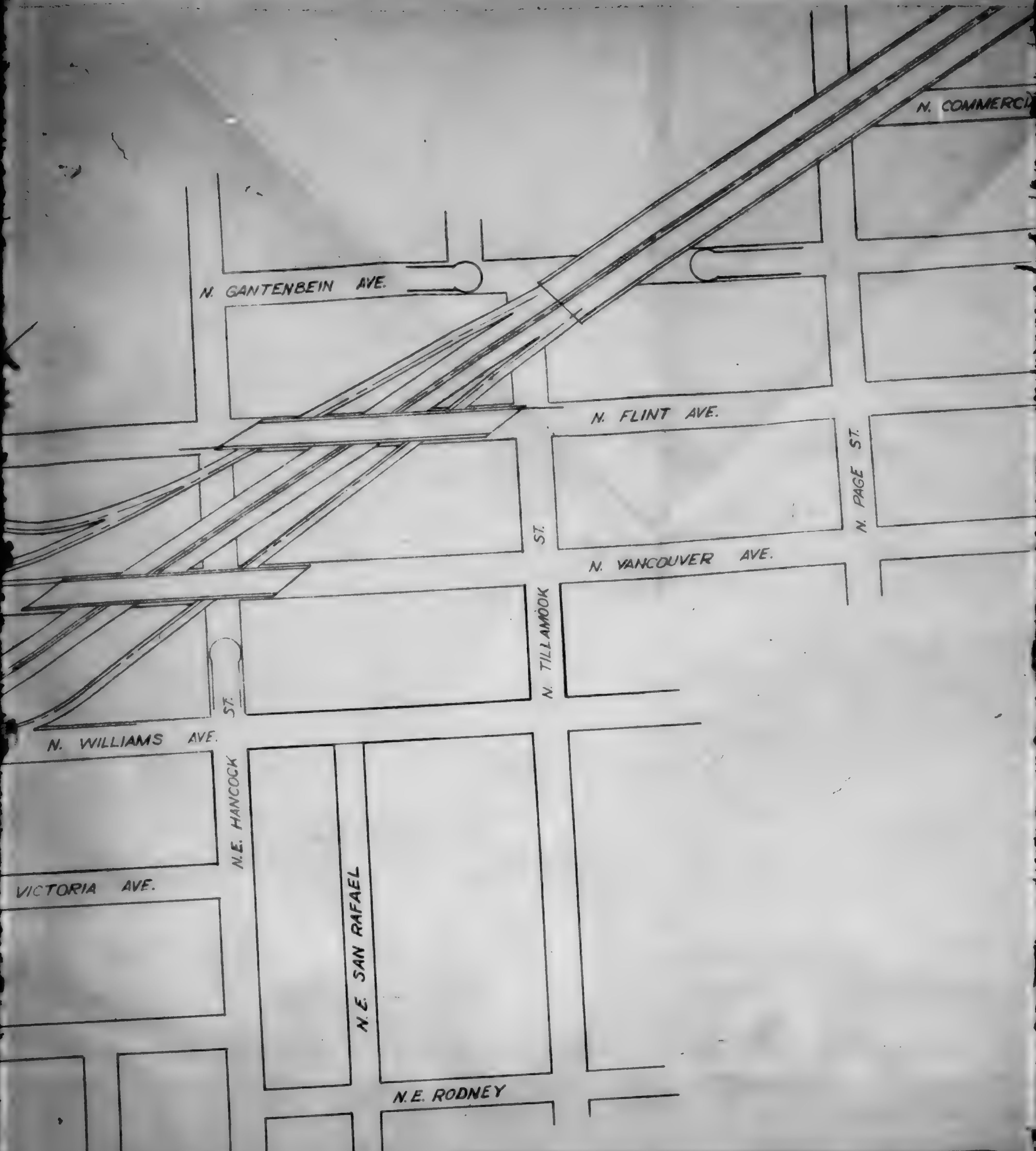
STING & PROPOSED PEDESTRIAN ROUTES
M EAST SIDE OF FREEWAY TO ENTRANCE
OF MEMORIAL COLISEUM

haw, Metro Engr. April 19, 1961

Scale 1"=200'

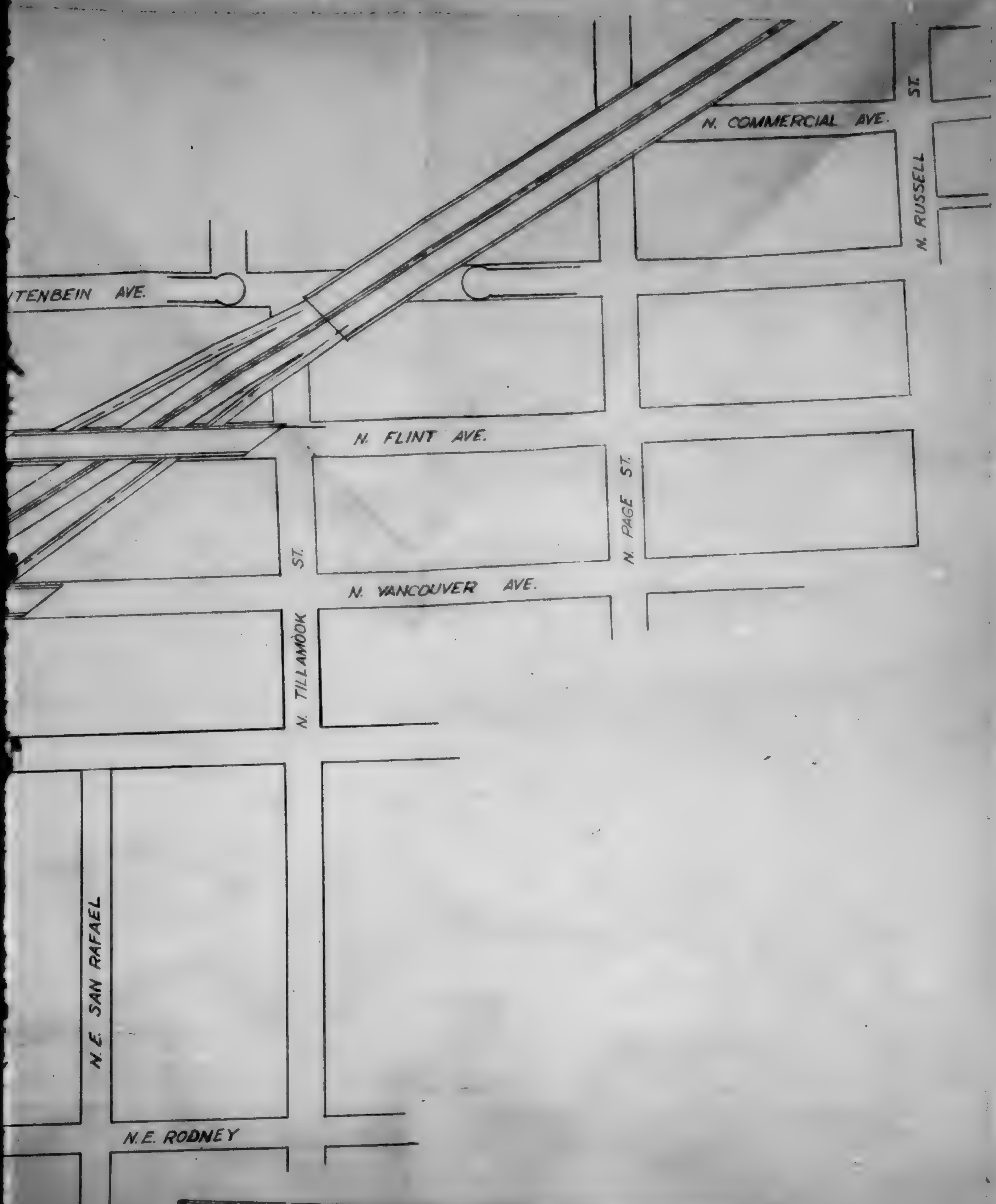



MEMORIAL COLISEUM
E.R. CENTER
Main Ent. & Exit
Drwy
Drwy
Drwy
Drwy
Stairway
Stairway
N. CHERRY ST.
N. McMILLEN ST.
N. BENTON AVE.
N. HALSEY ST.
N. WHEELER AVE.
N. CLACKAMAS ST.
Foyer
Driveway
Driveway
N. WILLIA
N.E. VICTORIA
N.E. BROADWAY ST.
N.E. WEIDLER ST.
Proposed Pedestrian Overcrossing
MULTNOMAH ST.
WASCO ST.
ine



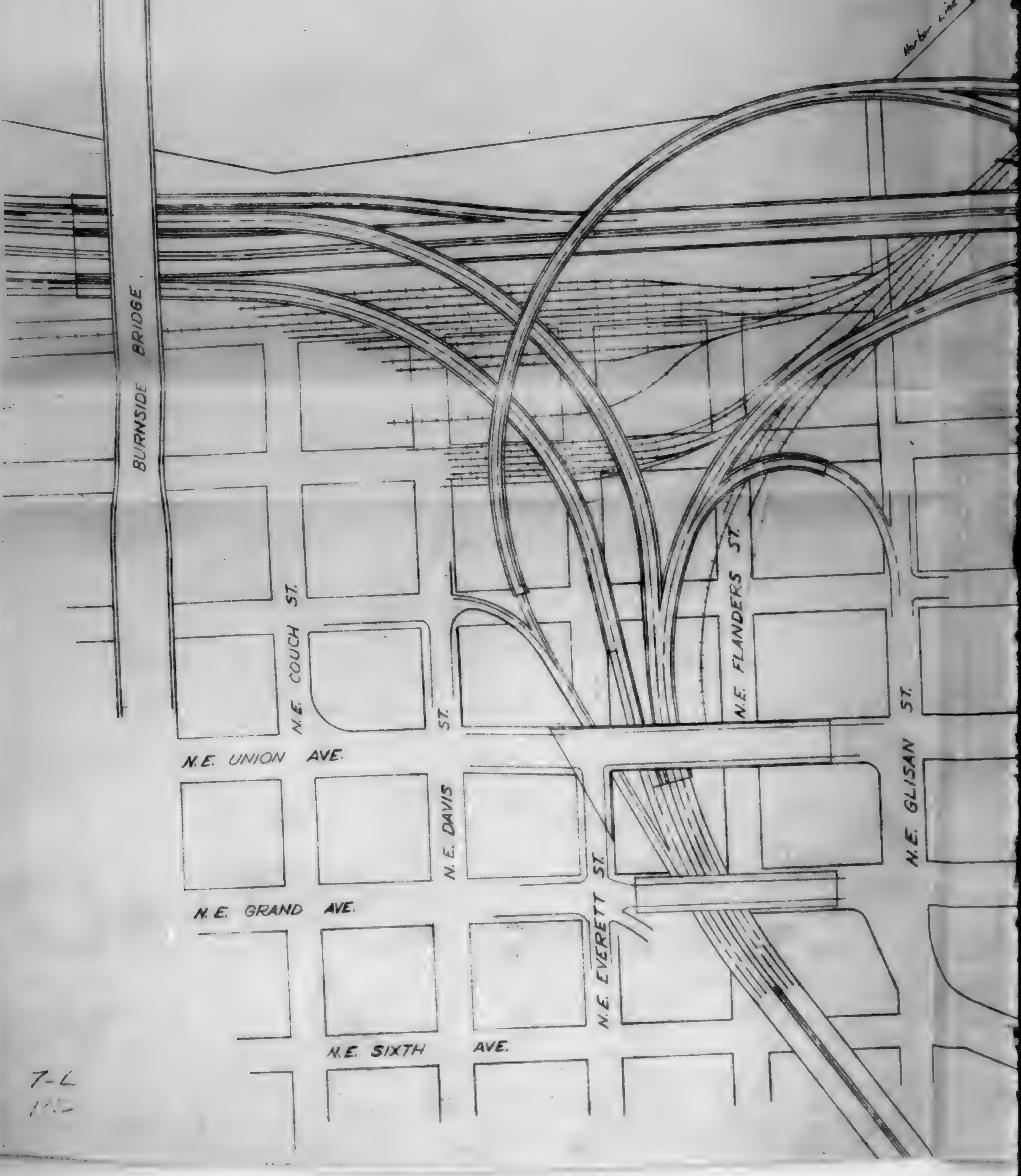
ESTIMATES

No.1	Sign Bridge	$ 8,000
No.2	Pedestrian Overcrossing	$ 30.800
No.3	Ped. O'xing & Sign Bridge	[illegible]

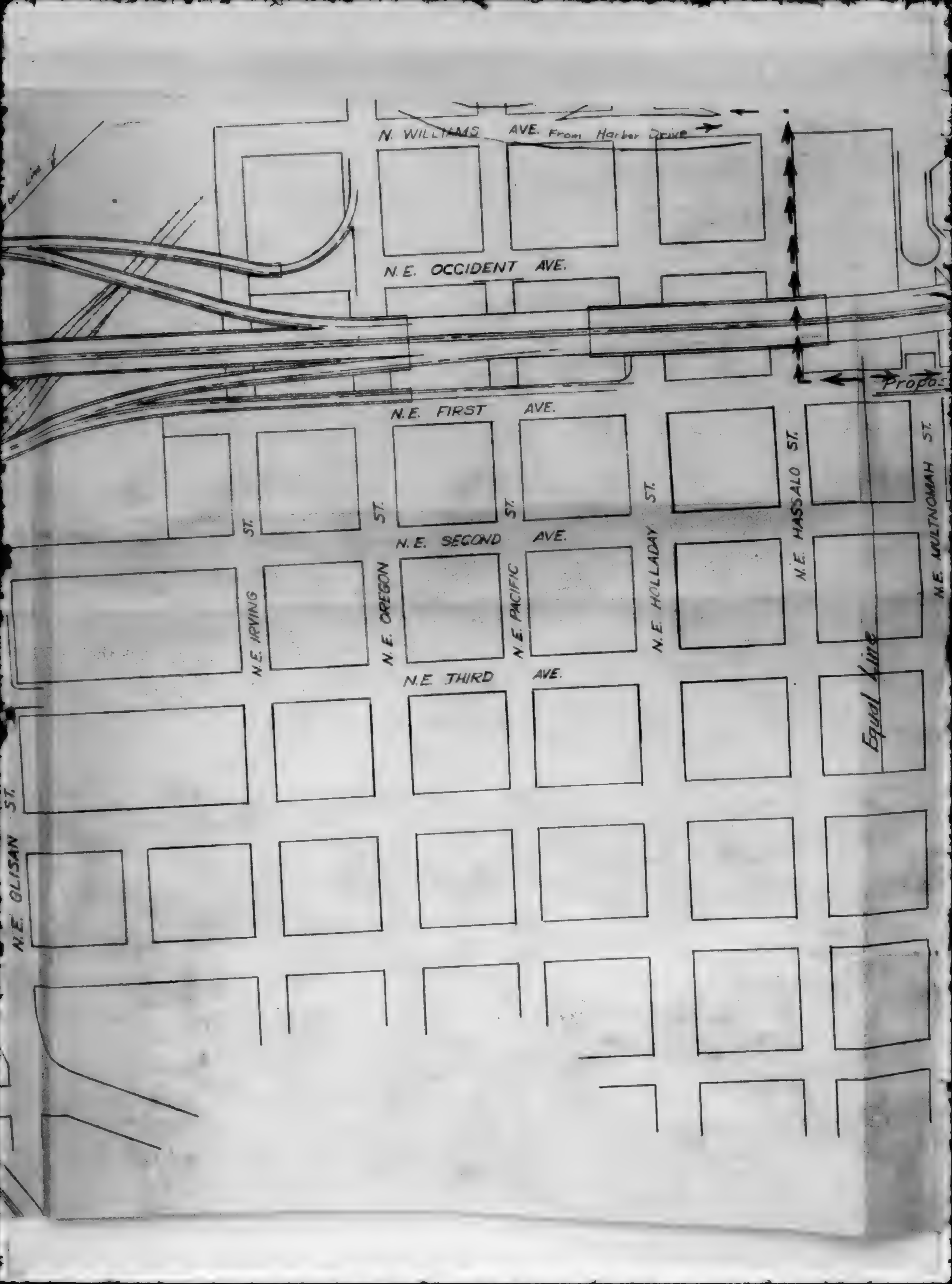


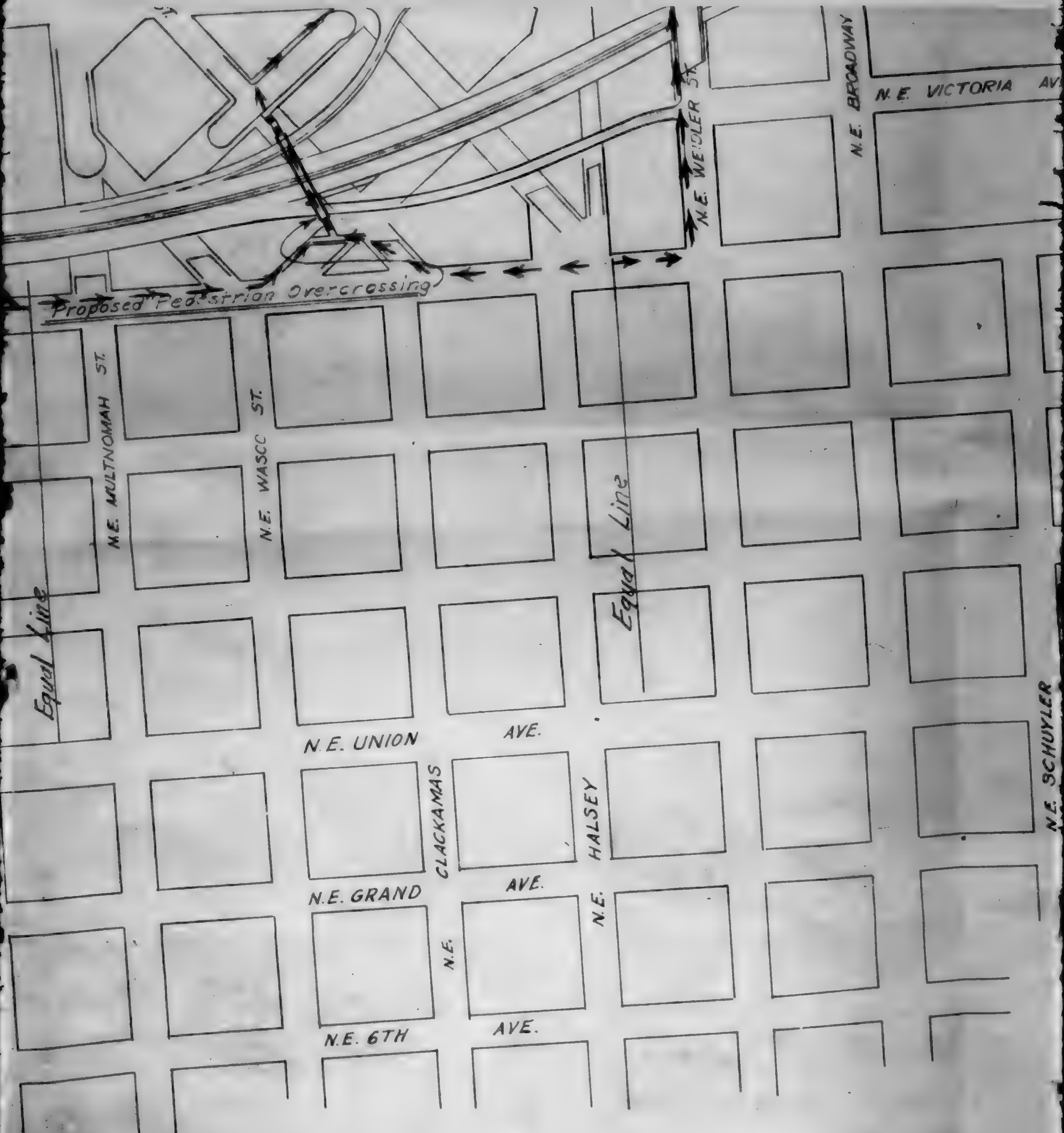
ESTIMATES

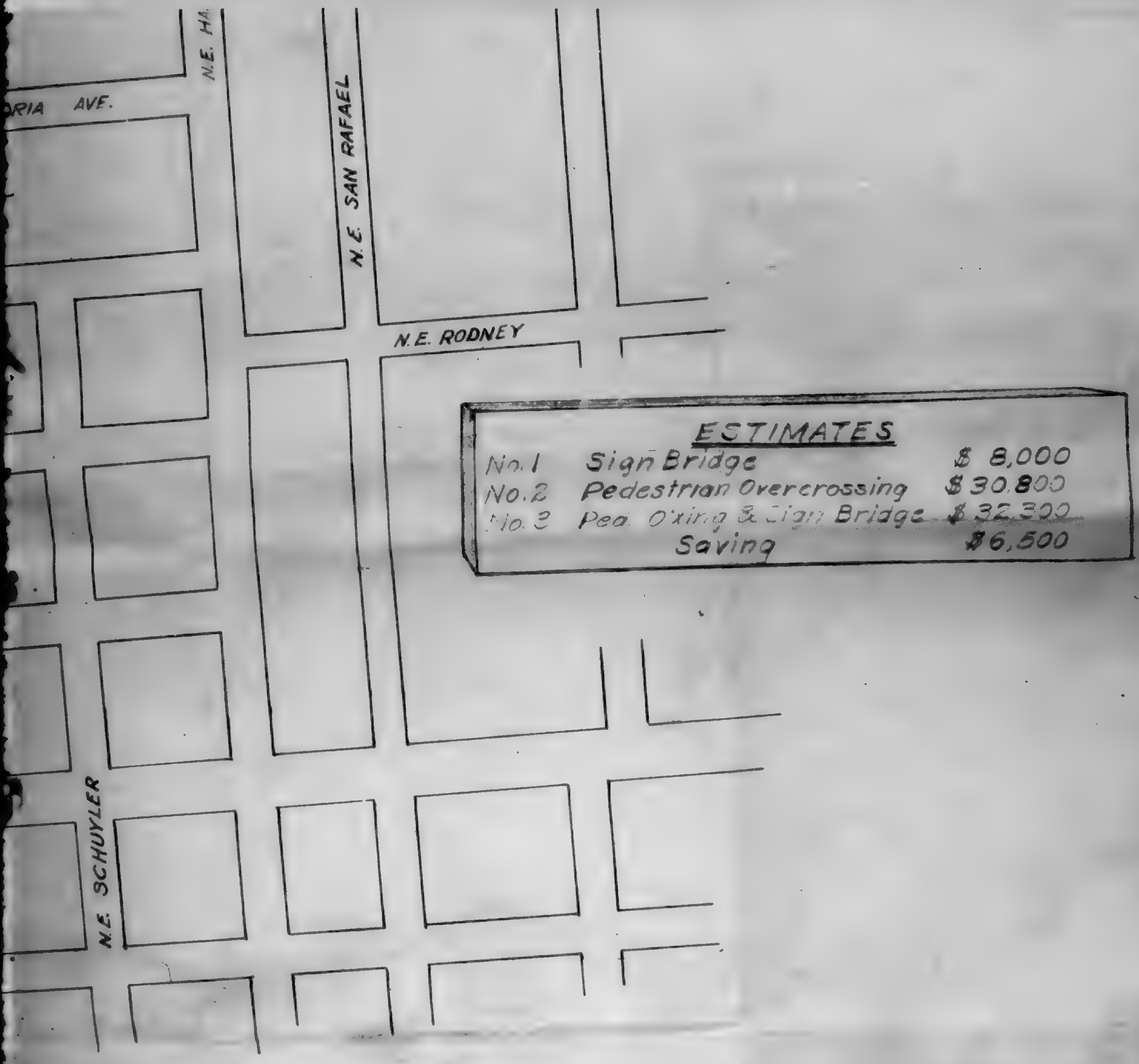
No. 1	Sign Bridge	$ 8,000
No. 2	Pedestrian Overcrossing	$ 30,800
No. 3	Ped. O'xing & Sign Bridge	$ 3[illegible]


Harbor Line
BURNSIDE BRIDGE
N.E. COUCH ST.
ST.
N.E. FLANDERS ST.
N.E. GLISAN ST.
N.E. UNION AVE.
N.E. DAVIS
N.E. EVERETT ST.
N.E. GRAND AVE.
N.E. SIXTH AVE.

7-L

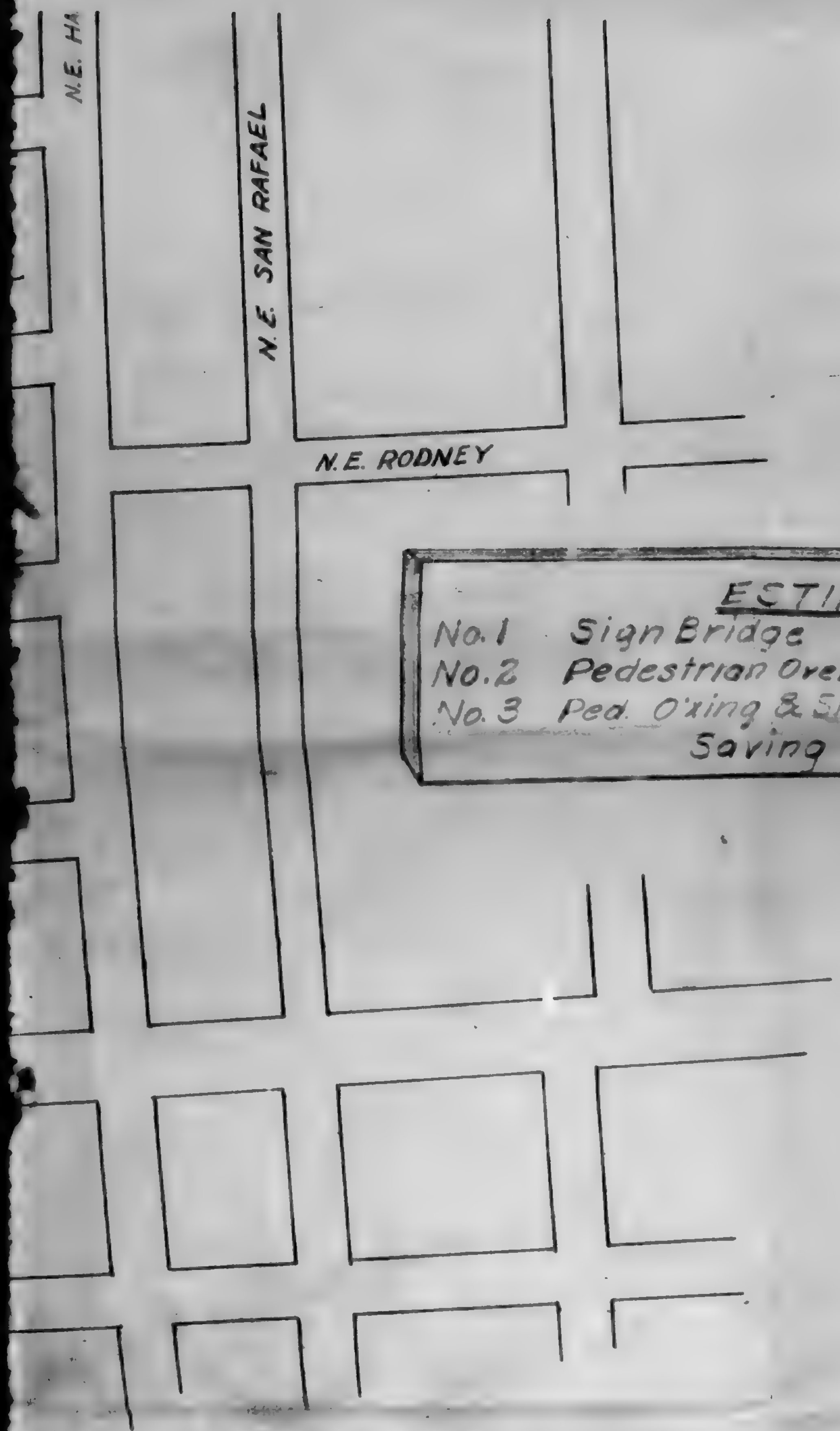

bor Line
N. WILLIAMS AVE. From Harbor Drive
N.E. OCCIDENT AVE.
N.E. FIRST AVE.
N.E. SECOND AVE.
N.E. THIRD AVE.
N.E. IRVING ST.
N.E. OREGON ST.
N.E. PACIFIC ST.
N.E. HOLLADAY ST.
N.E. HASSALO ST.
N.E. MULTNOMAH ST.
N.E. GLISAN ST.
Propos
Equal Line


N.E. VICTORIA AVE
N.E. BROADWAY
N.E. WEIDLER ST.
Proposed Pedestrian Overcrossing
N.E. MULTNOMAH ST.
N.E. WASCO ST.
Equal Line
Equal Line
N.E. UNION AVE.
N.E. CLACKAMAS
N.E. HALSEY
N.E. GRAND AVE.
N.E. 6TH AVE.
N.E. SCHUYLER



ESTIMATES

No.1	Sign Bridge	$ 8,000
No.2	Pedestrian Overcrossing	$ 30,800
No.3	Ped. O'xing & Sign Bridge	$ 32,300
	Saving	$ 6,500



ESTIMATES

No. 1	Sign Bridge	$ 8,000
No. 2	Pedestrian Overcrossing	$ 30,800
No. 3	Ped. O'xing & Sign Bridge	$ 32,300
	Saving	$6,500

7-V
11V

RECEIVED
MAY 25 1961
FOR FILING
I-5-6(16)301

5756

May 25, 1961

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 12 covering excavation to locate an outfall sewer pipe on the N. Page St.-S. E. Main St. Unit, East Bank Freeway Section of the Pacific Highway in Multnomah County, Contract No. 5756, in connection with Federal Aid Project No. I-5-6(16)301.

The 16" outfall sewer pipe shown on the plans at Station "L" 429+15 and noted to be extended is not located as shown. City of Portland forces were not able to locate the pipe from maps or memory. The dock pilings on which the pipe was suspended were removed in 1948.

This order is to cover excavation done by the contractor in an effort to locate this pipeline. Due to the imminent rise of the river the work has been done. It has been recommended for approval by the BPR Highway Engineer.

A copy of the "Memo to the Files" by our Assistant Resident Engineer containing greater detail is attached.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

DBP:jb
Enc.

RECEIVED
MAY 19 1961
FOR FILING

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

I 5-6(16)301
5756

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

May 18, 1961

Mr. John W. Sonderen
Attorney at Law
314 Oregon Bank Building
Portland 4, Oregon

Re: N. Page St.-S.E. Main St. Unit
East Bank Freeway
Contract No. 5756
Mrs. Opal Dickson

Dear Mr. Sonderen:

I have for reply your letter of March 15, 1961, and apologize for our delay in giving you a formal answer.

In your letter you state that your client, Mrs. Opal Dickson, should be indemnified for inconvenience to her place of business by reason of the temporary closing of Vancouver Avenue between Tillamook and Hancock Streets in Portland.

This street as you probably know was only temporarily closed in order to install a sewer in connection with a co-operative agreement between the City and State on the above named project.

I would like to refer you to State Highway Commission v. Ralston, et al., 72 Or. Adv. Sh. 363 (1961). We interpret this case to mean that the temporary closing of streets, rerouting of traffic and increasing or decreasing the flow of traffic can be done under the police power and is not a taking and is therefore not compensable.

I am sorry that this office cannot recommend to the Commission that they take any action for you or your client, but I am sure that you will understand our position in this matter.

Very truly yours,

L. I. LINDAS
Chief Counsel

By
G. E. ROHDE
Assistant Counsel

LVN:ep
cc: Forrest Cooper ✓
Tom Edwards
A. E. Johnson
A. V. Benedict

RECEIVED

RECEIVED
MAY 5 1961
FORM E-30 90M 3-61 34397
FOR FILING

I-5-6 (16) 301

5756

NOTED
W. C. WILLIAMS

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 3, 1961

SUBJECT: N. Page St.-S.E. Main St. Unit
East Bank Freeway
Contract No. 5756

To: Mr. Leonard I. Lindas
Chief Counsel
BUILDING

Attached for your information and reply is a copy of a letter from Mr. John W. Sonderen, Attorney, who is representing a Mrs. Opal Dickson, operator of "Opal's" restaurant located at 2014 N. Vancouver Avenue in Portland. Also attached is a memo from James Don, Resident Engineer, explaining the circumstances involved.

You will note that Vancouver Avenue between Tillamook and Hancock was partially closed to allow construction of a sewer called for on Contract 5756, East Bank Freeway.

I have further been advised that the work has not been completed and that as soon as weather permits the same situation will prevail again until the sewer construction work is finished. Also, details of the handling of traffic at this point are carefully worked out with the City of Portland.

Tom Edwards
Construction Engineer

By
L. W. Rulien
Asst. Field Construction Engineer

wcw

LWR:jw

attach.

cc Forrest Cooper
Lloyd Shaw

RECEIVED
MAY 3 1961
OFFICE OF
STATE HIGHWAY ENGINEER

FORM E-30 80M 3-61 84907

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon
April 14, 1961

SUBJECT: N. Page St.-S.E. Main St. Unit
East Bank Freeway
Contract: 5756

To: Mr. Tom Edwards
Construction Engineer
State Highway Department
Salem, Oregon

I am forwarding herewith a letter from John W. Sonderen protesting the closing of Vancouver Avenue to through traffic at 2014 North Vancouver Avenue. This has been investigated by Resident Engineer, James Don, and his report is also submitted.

This street was closed in accordance with our agreement with the City of Portland to permit necessary construction work and it is to be noted that when the Vancouver detour is put into operation for bridge construction it will again be closed. Access for local residents is provided.

We concurred in James Don's recommendation that any claim for damages be denied.

A V Benedict
A. V. Benedict
Assistant Metropolitan Engineer

AVB/bh
Encl.
cc: James Don

REFERRED 4/18
TO Jenkins
FOR [illegible] - discuss w/ [illegible] to atty.
ACTION TAKEN

CONSTRUCTION DIVISION
RECEIVED
APR 17 1961
NOTED-

FORM E-302—90,000—10-54—78484

METROPOLITAN ENGINEER
RECEIVED
APR 12 1961
Noted ☐ ☐ ☐ ☐ ☒
ME AME

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon
April 6, 1961

SUBJECT: N. Page St.-S.E. Main St. Unit
East Bank Freeway
Contract: 5756
Prefix: 626-1051
Div. Assignment 173 M

To: Memo to the files.

On April 5, 1961 Mr. John W. Sonderen, attorney for Mrs. Opal Dickson, was contacted in regard to the closure of Vancouver Ave. in front of a restaurant located at 2014 N. Vancouver Ave and known as Opal's on the above stated project.

Mr. Sonderen thinks she was entitled to some compensation for lack of business while Vancouver Ave. between Tillamook and Hancock was partially closed allowing the contractor to install the sewer as per contract. The closure to through traffic was also approved by the City of Portland.

Vancouver Ave was closed to through traffic Jan. 26, 1961. Mrs. Dickson called me and I contacted her Jan. 27, 1961, making arrangements with the sewer contractor to allow a limited entrance to Vancouver Ave. off Tillamook and one off Hancock as Vancouver Ave served two residences, Opal's and Thompson's Metal Fab. Co. between the two above streets. This arrangement was satisfactory with Mrs. Dickson. Nothing further was heard on this matter until April 5, 1961, at which time I received a copy of a letter written to the Right of Way Dept. in Portland from the above mentioned attorney stating the place of business had been completely isolated, which was not correct. Vancouver Ave. again opened to through traffic March 1, 1961.

Mr. Sonderen was also informed that at some future date Vancouver Ave. would again be closed just north of Broadway for construction of the Broadway Structure, and any claim would have to be initiated by him or his client stating the amount of damage. Upon finding out that at some future date the Broadway structure was to be built, he thought any claim placed now may not cover the damages.

A claim may be presented at a later date to cover damages.

If a claim is placed at a later date, I would recommend the portion claimed by the above discussed closure be rejected.

James Don
Resident Engineer

LAW OFFICES OF
JOHN W. SONDEREN
[illegible]
[illegible]
[illegible]

March 15, 1961

28330
East Bank.

Right of Way Department
Oregon State Highway Department
9200 S. E. McLouglin Blvd.
Portland 22, Oregon

Gentlemen:

This office represents a Mrs. Opal Dickson, operator of a restaurant known as Opal's, located at 2014 N. Vancouver Avenue.

Due to construction work on Vancouver Avenue, you have completely isolated this woman's business, and I have personally been over to her establishment when you could get no closer than one block by automobile.

We believe this woman should be indemnified not only for inconvenience, but for the loss of access to her place of business and loss of revenue resulting therefrom.

We would like to discuss this matter with your local representative. Would you please contact us.

Very truly yours,

GEHLEN & SONDEREN

By John W. Sonderen
John W. Sonderen lb.

lb

3/16/61 Referred to Mr Shaw's office for information and answer [illegible]

RECEIVED
APR 21 1961
FOR FILING

I-5-6(16)301

5756

April 21, 1961

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 11 covering the cutting of wall footings to place fire hydrants on the N. Page St.-S.E. Main St. Unit, East Bank Freeway Section of the Pacific Highway in Multnomah County, Contract No. 5756, in connection with Federal Aid Project No. I-5-6(16)301.

The retaining walls on the "SE" line were redesigned to allow room over the footing for the fire main proper. The specified hydrants, however, extend below the main and not on an elbow as shown on the plan. It has been necessary to cut the wall footings to allow room for the hydrants. Due to the necessity of installing the hydrants the work has been done as an emergency measure.

This work has been verbally recommended for approval by the BPR Area Engineer.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

Enc.

RECEIVED
MAR 14 1961
FOR FILING

I-5-6(16)301

5756

UNITED ST[illegible]ES [illegible]ERNMENT

Memorandum

[illegible]D[illegible]RTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
408 State Highway Building
Salem, Oregon

DATE: March 13, 1961

TO : Mr. W. C. Williams, State Highway Engineer
Salem, Oregon

Attention: R. L. Porter

CGPolk

FROM : C. G. Polk, Division Engineer
08-35.5 Salem, Oregon

[illegible]

SUBJECT: N. Page St.-S.E. Main St. Unit
Eastbank Freeway, Pacific Highway
Project I-5-6(16)301

We hereby approve the sketch and estimate dated February 17, 1961, submitted by the city of Portland covering detour lighting on the subject project. The State-City agreement was approved on March 7, 1960, under Project I-5-6(15)301.

Authorization to proceed with the work is granted as of March 7, 1961. Approval is subject to the provisions of PPM 30-4.

Porter

NOTED
FORREST COOPER

RECEIVED
MAR 13 1961
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
MAR 8 1961
FOR FILING
I-5-6(16)301
5756

March 7, 1961

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

N. Page St.-S.E. Main St. Unit,
East Bank Freeway
Pacific Highway
Multnomah County
Project No. I-5-6(16)301

Herewith are two copies of the estimate and sketch prepared by the City of Portland covering detour lighting on the subject project. The agreement between the State and City has been previously approved.

Your approval of this necessary work and authorization to proceed with the work as of this date under the provisions of PPM 30-4 are requested.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

DBP:sw

RECEIVED
JAN 25 1961
FOR FILING
I-5-6(16)301
5756

408 State Highway Building
Salem, Oregon

January 24, 1961

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Attention: Mr. R. L. Porter
Office Engineer

C. G. Polk, Division Engineer
Salem, Oregon

08-35.5

N. Page St.-S. E. Main Street Unit, East Bank Freeway Section, Pacific Highway, Project I-5-6(16)301

We hereby approve the estimate dated December 8, 1960 submitted by the city of Portland for the adjustment of traffic signals. The State-City agreement was approved March 7, 1960.

Authorization to proceed with the work is granted as of January 13, 1961. Approval is subject to the provisions of PPM 30-4.

Porter

NOTED
FORREST COOPER

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FOR FILING
I-5-6(16)301

5746

January 13, 1961

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

N. Page St.-S.E. Main St. Unit,
East Bank Freeway Section
Pacific Highway, Multnomah Co.
Project No. I-5-6(16)301

Dear Sir:

Herewith are two copies each of estimates prepared by the City of Portland and State Highway Traffic Engineer covering the relocation of traffic signals on the above subject project.

Please refer to the State-City agreement dated April 10, 1959, covering construction of the East Bank Freeway Section, which states all City utilities shall be moved at the expense of the State.

Also note that the State Traffic Engineer's estimate revises the City estimate by reducing Item D from $3,535.00 to $830.00 and eliminates Item F.

It is requested that this work be included under the agreement previously approved.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

DBP:jb

RECEIVED
JAN 10 1961
FOR FILING

I-5-6(16)301

5756

January 7, 1961

Mr. C. G. Falk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for State Force Work No. 3, Account No. 285 covering the relocation of traffic signals on the N. Page St.-S. E. Main St. Unit, East Bank Freeway Section of the Pacific Highway in Multnomah County, Contract No. 5756, in connection with Federal Aid Project No. I-5-6(16)301.

Relocation of the four traffic signals noted on the order is necessary to clear for construction and to direct and guide traffic. Work will be done by the City of Portland.

Two copies each of letters from the City and State Highway Traffic Engineer containing estimates for the work are enclosed. Please note that the Traffic Engineer revises the City estimate by reducing Item No. D from $3,595.00 to $800.00; and eliminating Item F.

The total estimated amount of the order is $3,540.00 with Federal participation of $3,186.00. The order has been verbally recommended for approval by the BPR Area Engineer.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

DBP:mw

Encl.

RECEIVED
JAN -5 1961

FOR FILING
1-5-6(16)301

5756.

January 4, 1961

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 9 covering the compaction of original ground in embankment areas on the N. Page St.-S. E. Main St. Unit, East Bank Freeway Section of the Pacific Highway in Multnomah County, Contract No. 5756, in connection with Federal Aid Project No. I-5-6(16)301.

This work is necessary to stabalize embankment areas before fills are placed. It is proposed to level and roll the area along the water front with conventional equipment, then proof roll with a 50 ton, 4 wheel, pneumatic tired roller. Soft and unstable spots will be located and repaired.

This work has been verbally recommended for approval by the BPR Highway Engineer.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

DBP:jb
Enc.

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[illegible] 1960
FOR [illegible]

1-5-6 (16) 301

5756

Salem, Oregon
December 20, 1960

Mr. J. W. DeSouza

Herewith fully executed copy of an agreement with the Southern Pacific Company covering the construction of retaining walls and storm sewers in the Page Street-Maine Street Section in Portland.

After you have noted this, will you please file it in Mr. Query's office.

G. S. Paxson
Assistant State Highway Engineer

Attach.

GSP:as

cc to: Mr. Floyd Query

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DEC 19 1960
FOR FILING

1-5-6 (16) 301
5756

December 19, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 8 covering the construction of a drop and inlet to an existing manhole on the N. Page St.-S.E. Main St. Unit, East Bank Freeway Section of the Pacific Highway in Multnomah County, Contract No. 5756, in connection with Federal Aid Project No. I-5-6(16)301.

It is proposed to construct a drop to the existing manhole at the intersection of N. Flint and N. Hancock Streets. This will eliminate Item 62, double drop manhole, one standard manhole and shorten the 8" pipe line. It is estimated that a decrease in cost of $1,565 will result from this revision. The work is more fully explained on the reverse side of the Order.

This Order has been verbally recommended for approval by the BPR Highway Engineer.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

DBP:bb

Enc.

4

RECEIVED
C 13 1960
FOR FILING
1-5-6(16)301

5756

December 13, 1960

Morton & Dupuy
Attorneys at Law
Yeon Building
Portland 4, Oregon

Attention: Mr. Howard M. Dupuy, Jr.

Gentlemen:

Reference is made to your letter of November 28, in which you state that the property of your client, Williamson and Blied, Inc., 1825 North Flint, Portland, has been damaged as a result of the construction on the North Page Street-S. E. Main Street Unit of the East Bank Freeway. The contractor on this project is the Peter Kiewit Sons' Company, whose address is 215 South U Street, P. O. Box 1777, Vancouver, Washington. The contractor in turn has a subcontract with Mr. George Lind, 500 N. E. Killingsworth Street, Portland 18, for the sewer work necessary.

Any damage is the responsibility of the contractor. We are also informed by our field personnel that the insurance carrier for Mr. Lind has been informed of your claim.

We do not in this office have Mr. Lind's carrier on file, as it is not required by the Oregon State Highway Department that subcontractors file such information. We do have, however, the name of the insurance carrier for the prime contractor, Peter Kiewit Sons' Company, which is the Aetna Casualty and Surety Company, Portland Service Department, 300 Yeon Building, Portland 4.

Since damages are the responsibility of the contractor, please direct your claim to him and his insurance carrier.

Very truly yours,

W. C. Williams
State Highway Engineer

FBK:fp me

cc Mr. Forrest Cooper
Mr. Tom Edwards

RECEIVED
[illegible] 30 1960
FOR FILING
1-4-1 (11) 211

5756

November 29, 1960

Morton & Dupuy
Attorneys at Law
Yeon Building
Portland 4, Oregon

Attention: Mr. Howard M. Dupuy, Jr.

Dear Mr. Dupuy:

This is in acknowledgement of your letter of November 28, 1960, calling attention to alleged damages to Williamsen & Bleid, Inc. caused by contractor George W. Lind at 1835 North Flint in Portland.

It appears that the contract to which you refer is our Number 5756 in which Peter Kiewit Sons' is the principal contractor. Their address is 215 South "U" Street, P. O. Box 1777, Vancouver, Washington. The Construction Engineer's office has advised us that Mr. George W. Lind is performing as subcontractor for Peter Kiewit Sons' Company.

Copies of your letter are being sent to Mr. W. C. Williams, State Highway Engineer, and to Mr. Tom Edwards, Construction Engineer, for their information.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM.

FQ:mb

cc: Mr. W. C. Williams
Mr. Tom Edwards

E. M. MORTON
HOWARD M. DUPUY, JR.

MORTON & DUPUY
ATTORNEYS AT LAW
YEON BUILDING
PORTLAND 4, OREGON

November 28, 1960

5756

Oregon State Highway Commission
Salem, Oregon

Attention Mr. Floyd Query, Secretary

Gentlemen:

Re: Williamsen & Bleid, Inc., 1835 North Flint,
Portland, Oregon

We represent Williamsen & Bleid, Inc., whose property is located at 1835 North Flint, and is adjacent to Hancock Street.

In this area sewer construction is being done on Hancock Street along the north side of Williamsen & Bleid's premises. This work has destroyed the natural support to the buildings located on these premises, and as a result is causing severe settling and cracking damage to them.

This letter is directed to you to place you and your contractor, George W. Lind, on notice of the same damage as a result of the sewer construction work, and to demand that you take immediate measures to protect the premises from any further damage and to advise you that you will be held responsible for the damage already caused, as well as any future damage to these premises.

Yours very truly,

MORTON & DUPUY

By Howard M. Dupuy Jr.

Howard M. Dupuy, Jr.

cc. Mr. Leonard Lindas
Chief Counsel
Oregon State Highway Commission
Salem, Oregon

Mr. George W. Lind, Contractor
5000 N. E. Killingsworth St.
Portland 18, Oregon

HMD/R

RECEIVED
JAN -5 1961
FOR FILING

1-5-6(16) 301

5726

Salem, Oregon
November 22, 1960

Slope protection and riprap
work on East Bank Freeway

Mr. Tom Edwards
Construction Engineer
OFFICE

Comes now Howard Morgan who states that Peter Kiewit is using or contemplates using rock on the East Bank Freeway for slope protection or riprap that does not meet state specifications. I believe that Mr. Morgan alluded to size; however, in investigating, we should be sure that the material is proper.

Mr. Morgan also states that the matter of placing the riprap is not being done as specified in the contract from the standpoint of time.

Will you please investigate both of these matters and give me a report.

Forrest Cooper
Deputy State Highway Engineer

FC:fn

cc Mr. W. C. Williams

RECEIVED

408 State Highway Building
Salem, Oregon

November 7, 1960

1-5-6(16)301

Mr. W. C. Williams, State Highway Engineer
Salem, Oregon

5756

C. G. Polk, Division Engineer
08-35.2 Salem, Oregon

Oregon Project I-5-6(16)301
N. Page St.-S.E. Main St. Unit
East Bank Freeway

Returned herewith are all copies of Extra Work Order #6 covering shoring, cribbing and excavation necessary for the reinforcement of a sewer line between Oak Street and Ash Street along S. E. First Avenue.

The necessity for reinforcing this sewer line depends on the requirements set forth in the proposed agreement between the State Highway Department and the Southern Pacific Railroad. Our approval of this extra work will be withheld pending our concurrence with the terms in the proposed agreement.

Attachments

Porter

NOTED

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NOV - 3 1960
FOR FILING
1-5-6 (16) 301

5756

November 3, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 6 covering shoring, cribbing, and excavation on the N. Page St.-S. E. Main St. Unit, East Bank Freeway Section of the Pacific Highway in Multnomah County, Contract No. 5756, in connection with Federal Aid Project No. I-5-6(16)301.

The 10" sewer pipe on S. E. First Ave., between Ash and Oak Streets, has been placed. The pending agreement with Southern Pacific Railroad provides for a track over this sewer, which will require encasement of 390 feet of the line. Completion of the sewer line, to keep it in service, was necessary.

The trench for this sewer is 10-12 feet deep and is through sand and pea gravel. Drying and caving of the trench walls makes it necessary to shore them with tight sheeting. Concrete and reinforcing steel will be placed at contract prices. Excavating around the pipe will require hand labor. The attached sheet (reverse of the order) indicates conditions to be encountered in this work.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

DBP:sw

Encl.

Contract 5736 10-13-60

Month RECEIVED OCT 14 1960	Form PR-2 (9- 7) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	State **Oregon**
		County **Multnomah**
Project Report No. FOR FILING	**FEDERAL-AID PROJECT AGREEMENT**	Project No. **I-5-6(16)301**

I-5-6(16)301

5756

The State, through its Highway Department, having complied with the terms and conditions set forth in the Federal-Aid Road Act, approved July 11, 1916 (39 Stat. 355), as amended and supplemented, and in the Regulations issued pursuant thereto by the Secretary of Commerce, relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein.

Project termini

U.S. 99 Page St. (Portland) to Marquam Bridge

Project classification or class of work	Effective date of authorization	Approximate length *(Miles)*
Highway planning		
Preliminary engineering		
Rights-of-Way		
Construction	**6-8-60**	**1.6**
Other *(Specify)*		

FUNDS

Estimated total cost of project $ **2,073,421.00**	Federal funds $ **1,897,000**

The State further stipulates that pursuant to said Act and Regulations, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By Geo. Cooper
State Highway Engineer
(title)

By ______
______
(title)

By ______
______
(title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

~~By~~ **C. G. Polk**
Division Engineer

By: R C Wright
R. C. Wright
Administrative Manager

Date executed by Division Engineer **October 13, 1960**

October 12, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding two copies of project agreement, signed by the Highway Commission, for the North Page Street-S. E. Main Street (Portland) Section, Project No. I-5-6(16)301.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

RNC:sw

Enc.

August 4, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding four copies of estimate as a basis for project agreement and two copies of Quarterly Federal-Aid Expenditure Projection for the N. Page Street-S.E. Main Street (Portland) Section, Project No. I-5-6(16)301.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

[illegible]:er

Oregon State Highway Department

Federal Aid
Project No. I-5-6(16)301

N. PAGE STREET-S.E. MAIN ST. (PORTLAND) SECTION OF THE PACIFIC HIGHWAY IN MULTNOMAH COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, August 4, 1960

Type Code 0010
Roadway (Sta. "L" 344+70 thru Equa. "L" 432+41.37 = "C3" 431+20.35
to Sta. "C2" 432+30) (Contract No. 5756)

Clearing and Grubbing	All	Required		$ 35,000.00
Removal of Miscellaneous Concrete and Masonry	All	Required		25,000.00
Demolition of Buildings	All	Required		20,000.00
Drainage Excavation, Unclassified	28,300	cu.yds.	$2.60	73,580.00
General Excavation, Unclassified	471,000	cu.yds.	.70	329,700.00
Short Overhaul	2,430,000	yd.stas.	.004	9,720.00
Long Overhaul	158,200	C-yd.stas.	.25	39,550.00
Finishing Roadbed and Slopes	All	Required		10,000.00
Rock Toe Embankment Material	105,000	tons	2.55	267,750.00
Granular Backfill Material in Place	47,000	cu.yds.	1.65	77,550.00
Loose Riprap	15,500	cu.yds.	3.50	54,250.00
Furnishing and Placing Topsoil	8,300	cu.yds.	1.75	14,525.00
8-inch Steel Pipe, Enameled	1,800	lin.ft.	16.00	28,800.00
Fire Hydrant Installation	6	only	850.00	5,100.00
Standard Fireboat Anchorage System	5	only	750.00	3,750.00
Special Fireboat Anchorage System	1	only	260.00	260.00
Class "A" Concrete in Sewers	420	cu.yds.	93.00	39,060.00
Metal Reinforcement in Sewers	72,000	lbs.	.18	12,960.00
Tunneling for Monolithic Sewers	300	lin.ft.	193.00	57,900.00
Extra for Monolithic Sewers Under Pavement	70	lin.ft.	25.00	1,750.00
6-inch Sewer Pipe	240	lin.ft.	3.00	720.00
8-inch Sewer Pipe	7,600	lin.ft.	2.75	20,900.00
10-inch Sewer Pipe	790	lin.ft.	3.00	2,370.00
12-inch Sewer Pipe	3,460	lin.ft.	4.30	14,878.00
15-inch Sewer Pipe	490	lin.ft.	5.40	2,646.00
18-inch Sewer Pipe	300	lin.ft.	6.10	1,830.00
21-inch Sewer Pipe	330	lin.ft.	6.80	2,244.00
24-inch Reinforced Sewer Pipe	120	lin.ft.	9.10	1,092.00
30-inch Reinforced Sewer Pipe	1,000	lin.ft.	11.60	11,600.00
36-inch Reinforced Sewer Pipe	2,970	lin.ft.	14.80	43,956.00
24-inch Extra Strength Concrete Pipe	180	lin.ft.	10.50	1,890.00
8-inch Corrugated Metal Pipe	1,400	lin.ft.	3.30	4,620.00
12-inch Corrugated Metal Pipe, Protected Invert	180	lin.ft.	5.20	936.00
15-inch Corrugated Metal Pipe, Protected Invert	120	lin.ft.	6.00	720.00
18-inch Corrugated Metal Pipe, Protected Invert	770	lin.ft.	6.80	5,236.00
18-inch Corrugated Metal Pipe, Protected Invert, 14 Gage	35	lin.ft.	7.50	262.50
24-inch Corrugated Metal Pipe, Protected Invert	150	lin.ft.	9.50	1,425.00

30-inch Corrugated Metal Pipe, Protected Invert, 10 Gage	18	lin.ft.	$16.50	$ 297.00
36-inch Corrugated Metal Pipe, Protected Invert, 10 Gage	300	lin.ft.	28.00	8,400.00
36-inch Corrugated Metal Pipe, Protected Invert, 8 Gage	40	lin.ft.	22.00	880.00
Extra for House Connections	14	only	135.00	1,890.00
Extra for Pipe Under Pavement	4,300	lin.ft.	5.25	22,575.00
Extra for Pipe Under Railroad	40	lin.ft.	180.00	7,200.00
6-inch Perforated Metal Drain Pipe	1,700	lin.ft.	1.50	2,550.00
8-inch Perforated Metal Drain Pipe	720	lin.ft.	2.40	1,728.00
6-inch Perforated Rigid-Type Drain Pipe	4,000	lin.ft.	1.05	4,200.00
8-inch Perforated Rigid-Type Drain Pipe	6,700	lin.ft.	1.40	9,380.00
Special Backfill in Drains	3,400	cu.yds.	6.85	23,290.00
1-1/2" Electrical Conduit	40	lin.ft.	2.35	94.00
Concrete Inlets, Type "G"	2	only	85.00	170.00
Concrete Inlets, Type "G-1"	26	only	90.00	2,340.00
Concrete Inlets, Type "GB-1"	90	only	90.00	8,100.00
Special Concrete Inlets	2	only	90.00	180.00
Concrete Manholes, 6' or less deep	10	only	265.00	2,650.00
Concrete Manholes, 6' to 12' deep	38	only	360.00	13,680.00
Concrete Manholes, 12' to 18' deep	20	only	830.00	16,600.00
Concrete Manholes, 18' to 24' deep	2	only	2,800.00	5,600.00
Concrete Manholes, over 24' deep	2	only	3,700.00	7,400.00
Special Manholes	1	only	3,400.00	3,400.00
Step Manholes	2	only	12,200.00	24,400.00
Drop Manholes	2	only	2,700.00	5,400.00
Double Drop Manholes	1	only	4,500.00	4,500.00
Diversion Manholes	1	only	23,000.00	23,000.00
Construct Drop Connection to Existing Manholes	1	only	1,250.00	1,250.00
Adjustment of Manholes	1	only	70.00	70.00
Reconstruction of Manholes	5	only	340.00	1,700.00
Capping Concrete Manholes	12	only	120.00	1,440.00
Capping Brick Manholes	1	only	725.00	725.00
6' Chain Link Fence	6,900	lin.ft.	2.00	13,800.00
4' x 6' Walk Gates	10	only	65.00	650.00
Reconstruction of Chain Link Fence	170	lin.ft.	1.50	255.00
Wood Felloe Guard	1,200	lin.ft.	1.50	1,800.00
Concrete Walks	180	sq.yds.	3.30	594.00
Concrete in Islands	4	cu.yds.	68.00	272.00
Concrete Curbs	160	cu.yds.	35.00	5,600.00
Metal Guard Rail	800	lin.ft.	2.60	2,080.00
Coarse Crushed Material in Base	13,800	tons	2.40	33,120.00
¾" - 0 Material in Base	2,200	tons	3.00	6,600.00
Sprinkling	780	M-gals.	2.50	1,950.00
Class "B" Asphaltic Concrete	6,100	tons	6.25	38,125.00
Furnish Timber Piling	7,615	lin.ft.	.65	4,949.75
Drive Timber Piles	238	only	34.00	8,092.00
Timber in Place	345	M-fbm	230.00	79,350.00
Structural Excavation	4,200	cu.yds.	2.25	9,450.00
Class "A" Concrete	2,850	cu.yds.	45.00	128,250.00
Class "B" Concrete	36	cu.yds.	37.00	1,332.00
Metal Reinforcement	365,000	lbs.	.13	47,450.00
Metal Parapet Rail	2,715	lin.ft.	5.30	14,389.50
				$1,826,728.75

Reflectorize Felloe Guard	All Required	$ 300.00
Signing, Temporary	All Required	4,000.00
Portable Traffic Barrier	All Required	5,000.00
Work by City of Portland (Water Mains)	All Required	38,900.00
Flagging (57½% of Contractor's Costs)	All Required	7,500.00
Seeding and Mulching	All Required	2,500.00
	Subtotal	$1,884,928.75
	10% Engr. & Cont.	188,492.25
	Total	$2,073,421.00

Length of Roadway	1.175 Miles
Length of 7 Structures	0.507 Mile (Exceptions)
Total Length	1.682 Miles
Cost of Roadway per Mile	$1,764,613.61

Federal Funds	$1,897,000.00
State Funds	176,421.00
	$2,073,421.00

State Funds for Const.: Chap. 175, Laws, 1917; Chap. 31, Laws, 1920;
Chap. 529, Laws, 1939

State Funds for Maint.: Chap. 529, Laws, 1939

N. PAGE STREET-S.E. MAIN STREET (PORTLAND) SECTION

Project No. I-5-6(16)301

Estimated Costs of Work by the City of Portland

Material	$10,903.20
Labor	23,364.00
Equipment	2,336.40
Contingencies	2,336.40
	$38,940.00
Use	$38,900.00

Federal Aid
Oregon State Highway Department Project No. I-5-6(16)301

N. PAGE STREET-S.E. MAIN STREET (PORTLAND) SECTION

OF THE PACIFIC HIGHWAY IN MULTNOMAH COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, June 2, 1960

Type Code 0010
Roadway (Sta. "L" 344+70 thru equa. "L" 432+41.37="C^3" 431+20.35 to Sta. "C3" 432+30)

Clearing and Grubbing	All Required	$	$ 10,000.00
Removal of Miscellaneous Concrete and Masonry	All Required		35,000.00
Demolition of Buildings	All Required		25,000.00
Drainage Excavation, Unclassified	28,300 cu. yds.	3.00	84,900.00
General Excavation, Unclassified	471,000 cu. yds.	1.00	471,000.00
Short Overhaul	2,430,000 yd. sta.	0.01	24,300.00
Long Overhaul	158,200 C-yd.sta.	0.60	94,920.00
Finishing Roadbed and Slopes	All Required		10,000.00
Rock Toe Embankment Material	105,000 tons	3.00	315,000.00
Granular Backfill Material in Place	47,000 cu. yds.	1.00	47,000.00
Loose Riprap	15,500 cu. yds.	3.50	54,250.00
Furnishing and Placing Topsoil	8,300 cu. yds.	2.50	20,750.00
8-inch Steel Pipe, Enameled	1,800 lin. ft.	4.25	7,650.00
Fire Hydrant Installation	6 only	300.00	1,800.00
Standard Fireboat Anchorage System	5 only	650.00	3,250.00
Special Fireboat Anchorage System	1 only	200.00	200.00
Class "A" Concrete in Sewers	420 cu. yds.	75.00	31,500.00
Metal Reinforcement in Sewers	72,000 lbs.	0.16	11,520.00
Tunneling for Monolithic Sewers	300 lin. ft.	200.00	60,000.00
Extra for Monolithic Sewers Under Pavement	70 lin. ft.	10.00	700.00
6-inch Sewer Pipe	240 lin. ft.	1.50	360.00
8-inch Sewer Pipe	7,600 lin. ft.	2.00	15,200.00
10-inch Sewer Pipe	790 lin. ft.	2.25	1,777.50
12-inch Sewer Pipe	3,460 lin. ft.	2.50	8,650.00
15-inch Sewer Pipe	490 lin. ft.	3.25	1,592.50
18-inch Sewer Pipe	300 lin. ft.	3.75	1,125.00
21-inch Sewer Pipe	330 lin. ft.	4.50	1,485.00
24-inch Reinforced Sewer Pipe	120 lin. ft.	6.25	750.00
30-inch Reinforced Sewer Pipe	1,000 lin. ft.	8.50	8,500.00
36-inch Reinforced Sewer Pipe	2,970 lin. ft.	10.00	29,700.00
24-inch Extra Strength Concrete Pipe	180 lin. ft.	7.00	1,260.00
8-inch Corrugated Metal Pipe	1,400 lin. ft.	2.50	3,500.00
12-inch Corrugated Metal Pipe, Protected Invert	180 lin. ft.	4.25	765.00
15-inch Corrugated Metal Pipe, Protected Invert	120 lin. ft.	4.75	570.00
18-inch Corrugated Metal Pipe, Protected Invert	770 lin. ft.	5.60	4,312.00
18-inch Corrugated Metal Pipe, Protected Invert, 14 Gage	35 lin. ft.	6.25	218.75

24-inch Corrugated Metal Pipe, Protected Invert	150 lin. ft.	$8.25	$ 1,237.50
30-inch Corrugated Metal Pipe, Protected Invert, 10 Gage	18 lin. ft.	16.00	288.00
36-inch Corrugated Metal Pipe, Protected Invert, 10 Gage	300 lin. ft.	22.50	6,750.00
36-inch Corrugated Metal Pipe, Protected Invert, 8 Gage	40 lin. ft.	24.50	980.00
Extra for House Connections	14 only	50.00	700.00
Extra for Pipe Under Pavement	4,300 lin. ft.	4.50	19,350.00
Extra for Pipe Under Railroad	40 lin. ft.	65.00	2,600.00
6-inch Perforated Metal Drain Pipe	1,700 lin. ft.	2.00	3,400.00
8-inch Perforated Metal Drain Pipe	720 lin. ft.	2.50	1,800.00
6-inch Perforated Rigid-Type Drain Pipe	4,000 lin. ft.	1.50	6,000.00
8-inch Perforated Rigid-Type Drain Pipe	6,700 lin. ft.	2.00	13,400.00
Special Backfill in Drains	3,400 cu. yds.	6.00	20,400.00
1½-inch Electrical Conduit	40 lin. ft.	2.00	80.00
Concrete Inlets, Type "G"	2 only	90.00	180.00
Concrete Inlets, Type "G-1"	26 only	115.00	2,990.00
Concrete Inlets, Type "GB-1"	90 only	125.00	11,250.00
Special Concrete Inlets	2 only	125.00	250.00
Concrete Manholes, 6 ft. or less deep	10 only	250.00	2,500.00
Concrete Manholes, 6 to 12 ft. deep	38 only	430.00	16,340.00
Concrete Manholes, 12 to 18 ft. deep	20 only	610.00	12,200.00
Concrete Manholes, 18 to 24 ft. deep	2 only	790.00	1,580.00
Concrete Manholes, over 24 ft. deep	2 only	1,000.00	2,000.00
Special Manholes	1 only	2,400.00	2,400.00
Step Manholes	2 only	1,650.00	3,300.00
Drop Manholes	2 only	1,500.00	3,000.00
Double Drop Manholes	1 only	1,200.00	1,200.00
Diversion Manholes	1 only	3,500.00	3,500.00
Construct Drop Connection to Existing Manholes	1 only	200.00	200.00
Adjustment of Manholes	1 only	50.00	50.00
Reconstruction of Manholes	5 only	250.00	1,250.00
Capping Concrete Manholes	12 only	60.00	720.00
Capping Brick Manholes	1 only	800.00	800.00
6-foot Chain Link Fence	6,900 lin. ft.	4.00	27,600.00
4' x 6' Walk Gates	10 only	75.00	750.00
Reconstruction of Chain Link Fence	170 lin. ft.	2.35	399.50
Wood Felloe Guard	1,200 lin. ft.	1.00	1,200.00
Concrete Walks	180 sq. yds.	3.50	630.00
Concrete in Islands	4 cu. yds.	40.00	160.00
Concrete Curbs	160 cu. yds.	38.00	6,080.00
Metal Guard Rail	800 lin. ft.	2.75	2,200.00
Coarse Crushed Material in Base	13,800 tons	2.20	30,360.00
3/4" - 0 Material in Base	2,200 tons	2.30	5,060.00
Sprinkling	780 M-gal.	2.50	1,950.00
Class "B" Asphaltic Concrete	6,100 tons	6.50	39,650.00
Furnish Timber Piling	7,615 lin. ft.	0.90	6,853.50
Drive Timber Piles	238 only	50.00	11,900.00
Timber in Place	345 M-fbm	250.00	86,250.00

Structural Excavation	4,200	cu. yds.	$4.00	$ 16,800.00
Class "A" Concrete	2,850	cu. yds.	60.00	171,000.00
Class "B" Concrete	36	cu. yds.	50.00	1,800.00
Metal Reinforcement	365,000	lbs.	0.125	45,625.00
Metal Parapet Rail	2,715	lin. ft.	7.00	19,005.00
				$2,006,474.25
Reflectorize Felloe Guard		All Required		300.00
Signing (Temporary)		All Required		4,000.00
Portable Traffic Barrier		All Required		5,000.00
Work by City of Portland (Water Mains)		All Required		60,000.00
Work by City of Portland (Fire Alarm System)		All Required		2,500.00
Flagging (57½% of Contractor's Costs)		All Required		7,500.00
		Subtotal		$2,085,774.25
		10% Engr. & Cont.		206,576.75
		Total		$2,294,351.00

Length of Roadway - - - - - - - - 1.175 Miles
Length of 7 Structures- - - - - 0.507 Mile (Exceptions)
Total Length- - - - - - - - - - - 1.682 Miles
Cost of Roadway Per Mile- - - - $1,952,639.14

Federal Funds - $2,110,000.00
State Funds - 184,351.00
$2,294,351.00

Federal Aid
Project No. I-5-6(16)301

Oregon State Highway Department

N. PAGE STREET-S.E. MAIN STREET (PORTLAND) SECTION
OF THE PACIFIC HIGHWAY IN MULTNOMAH COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, June 13, 1960

Type Code 0010
Roadway (Sta. "L" 344+70 thru equa. "L" 432+41.37="C^3" 431+20.35 to Sta. "C^3" 432+30)

Clearing and Grubbing	All	Required	$	$ 10,000.00
Removal of Miscellaneous Concrete and Masonry	All	Required		35,000.00
Demolition of Buildings	All	Required		25,000.00
Drainage Excavation, Unclassified	28,300	cu. yds.	3.00	84,900.00
General Excavation, Unclassified	471,000	cu. yds.	1.00	471,000.00
Short Overhaul	2,430,000	yd. sta.	0.01	24,300.00
Long Overhaul	158,200	C-yd.sta.	0.60	94,920.00
Finishing Roadbed and Slopes	All	Required		10,000.00
Rock Toe Embankment Material	105,000	tons	3.00	315,000.00
Granular Backfill Material in Place	47,000	cu. yd.	1.00	47,000.00
Loose Riprap	15,500	cu. yd.	3.50	54,250.00
Furnishing and Placing Topsoil	8,300	cu. yd.	2.50	20,750.00
8-inch Steel Pipe, Enameled	1,800	lin. ft.	4.25	7,650.00
Fire Hydrant Installation	6	only	300.00	1,800.00
Standard Fireboat Anchorage System	5	only	650.00	3,250.00
Special Fireboat Anchorage System	1	only	200.00	200.00
Class "A" Concrete in Sewers	420	cu. yd.	75.00	31,500.00
Metal Reinforcement in Sewers	72,000	lbs.	0.16	11,520.00
Tunneling for Monolithic Sewers	300	lin. ft.	200.00	60,000.00
Extra for Monolithic Sewers Under Pavement	70	lin. ft.	10.00	700.00
6-inch Sewer Pipe	240	lin. ft.	1.50	360.00
8-inch Sewer Pipe	7,600	lin. ft.	2.00	15,200.00
10-inch Sewer Pipe	790	lin. ft.	2.25	1,777.50
12-inch Sewer Pipe	3,460	lin. ft.	2.50	8,650.00
15-inch Sewer Pipe	490	lin. ft.	3.25	1,592.50
18-inch Sewer Pipe	300	lin. ft.	3.75	1,125.00
21-inch Sewer Pipe	330	lin. ft.	4.50	1,485.00
24-inch Reinforced Sewer Pipe	120	lin. ft.	6.25	750.00
30-inch Reinforced Sewer Pipe	1,000	lin. ft.	8.50	8,500.00
36-inch Reinforced Sewer Pipe	2,970	lin. ft.	10.00	29,700.00
24-inch Extra Strength Concrete Pipe	180	lin. ft.	7.00	1,260.00
8-inch Corrugated Metal Pipe	1,400	lin. ft.	2.50	3,500.00
12-inch Corrugated Metal Pipe, Protected Invert	180	lin. ft.	4.25	765.00
15-inch Corrugated Metal Pipe, Protected Invert	120	lin. ft.	4.75	570.00
18-inch Corrugated Metal Pipe, Protected Invert	770	lin. ft.	5.60	4,312.00
18-inch Corrugated Metal Pipe, Protected Invert, 14 Gage	35	lin. ft.	6.25	218.75

24-inch Corrugated Metal Pipe, Protected Invert	150	lin. ft.	$8.25	$ 1,237.50
30-inch Corrugated Metal Pipe, Protected Invert, 10 Gage	18	lin. ft.	16.00	288.00
36-inch Corrugated Metal Pipe, Protected Invert, 10 Gage	300	lin. ft.	22.50	6,750.00
36-inch Corrugated Metal Pipe, Protected Invert, 8 Gage	40	lin. ft.	24.50	980.00
Extra for House Connections	14	only	50.00	700.00
Extra for Pipe Under Pavement	4,300	lin. ft.	4.50	19,350.00
Extra for Pipe Under Railroad	40	lin. ft.	65.00	2,600.00
6-inch Perforated Metal Drain Pipe	1,700	lin. ft.	2.00	3,400.00
8-inch Perforated Metal Drain Pipe	720	lin. ft.	2.50	1,800.00
6-inch Perforated Rigid-Type Drain Pipe	4,000	lin. ft.	1.50	6,000.00
8-inch Perforated Rigid-Type Drain Pipe	6,700	lin. ft.	2.00	13,400.00
Special Backfill in Drains	3,400	cu. yd.	6.00	20,400.00
1½-inch Electrical Conduit	40	lin. ft.	2.00	80.00
Concrete Inlets, Type "G"	2	only	90.00	180.00
Concrete Inlets, Type "G-1"	26	only	115.00	2,990.00
Concrete Inlets, Type "GB-1"	90	only	125.00	11,250.00
Special Concrete Inlets	2	only	125.00	250.00
Concrete Manholes, 6 ft. or less deep	10	only	250.00	2,500.00
Concrete Manholes, 6 ft. to 12 ft. deep	38	only	430.00	16,340.00
Concrete Manholes, 12 ft. to 18 ft. deep	20	only	610.00	12,200.00
Concrete Manholes, 18 ft. to 24 ft. deep	2	only	790.00	1,580.00
Concrete Manholes, Over 24 ft. deep	2	only	1,000.00	2,000.00
Special Manholes	1	only	2,400.00	2,400.00
Step Manholes	2	only	1,650.00	3,300.00
Drop Manholes	2	only	1,500.00	3,000.00
Double Drop Manholes	1	only	1,200.00	1,200.00
Diversion Manholes	1	only	3,500.00	3,500.00
Construct Drop Connection to Existing Manholes	1	only	200.00	200.00
Adjustment of Manholes	1	only	50.00	50.00
Reconstruction of Manholes	5	only	250.00	1,250.00
Capping Concrete Manholes	12	only	60.00	720.00
Capping Brick Manholes	1	only	800.00	800.00
6-foot Chain Link Fence	6,900	lin. ft.	4.00	27,600.00
4' x 6' Walk Gates	10	only	75.00	750.00
Reconstruction of Chain Link Fence	170	lin. ft.	2.35	399.50
Wood Felloe Guard	1,200	lin. ft.	1.00	1,200.00
Concrete Walks	180	sq. yds.	3.50	630.00
Concrete in Islands	4	cu. yds.	40.00	160.00
Concrete Curbs	160	cu. yds.	38.00	6,080.00
Metal Guard Rail	800	lin. ft.	2.75	2,200.00
Coarse Crushed Material in Base	13,800	tons	2.20	30,360.00
3/4" - 0 Material in Base	2,200	tons	2.30	5,060.00
Sprinkling	780	M-gal.	2.50	1,950.00
Class "B" Asphaltic Concrete	6,100	tons	6.50	39,650.00
Furnish Timber Piling	7,615	lin. ft.	0.90	6,853.50
Drive Timber Piles	238	only	50.00	11,900.00
Timber in Place	345	M-fbm	250.00	86,250.00

Structural Excavation	4,200 cu. yds.	$4.00	$ 16,800.00
Class "A" Concrete	2,850 cu. yds.	60.00	171,000.00
Class "B" Concrete	36 cu. yds.	50.00	1,800.00
Metal Reinforcement	365,000 lbs.	0.125	45,625.00
Metal Parapet Rail	2,715 lin. ft.	7.00	19,005.00
			$2,006,474.25
Reflectorize Felloe Guard	All Required		300.00
Signing (Temporary)	All Required		4,000.00
Portable Traffic Barrier	All Required		5,000.00
Work by City of Portland (Water Mains)	All Required		60,000.00
Work by City of Portland (Fire Alarm System)	All Required		2,500.00
Flagging (57½% of Contractor's Costs)	All Required		7,500.00
Seeding and Mulching	All Required		2,500.00
	Subtotal		$2,088,274.25
	10% Engr. & Cont.		208,826.75
	Total		$2,297,101.00

Length of Roadway - - - - - - - -	1.175 Miles
Length of 7 Structures- - - - -	0.507 Mile (Exceptions)
Total Length- - - - - - - - - -	1.682 Miles
Cost of Roadway Per Mile- - - -	$1,954,979.57

Federal Funds -	$2,110,000.00
State Funds -	187,101.00
	$2,297,101.00

Oregon State Highway Department

Federal Aid
Project No. I-5-6(16)301

N. PAGE STREET-S.E. MAIN STREET (PORTLAND) SECTION
OF THE PACIFIC HIGHWAY IN MULTNOMAH COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, June 20, 1960

Type Code 0010
Roadway (Sta. "L" 344+70 thru Equa. "L" 432+41.37="C^3" 431+20.35 to Sta. "C^3" 432+30)

Clearing and Grubbing	All	Required		$ 10,000.00
Removal of Miscellaneous Concrete and Masonry	All	Required		35,000.00
Demolition of Buildings	All	Required		25,000.00
Drainage Excavation, Unclassified	28,300	cu. yds.	$ 3.00	84,900.00
General Excavation, Unclassified	471,000	cu. yds.	1.00	471,000.00
Short Overhaul	2,430,000	yd. sta.	0.01	24,300.00
Long Overhaul	158,200	C-yd. sta.	0.60	94,920.00
Finishing Roadbed and Slopes	All	Required		10,000.00
Rock Toe Embankment Material	105,000	tons	3.00	315,000.00
Granular Backfill Material in Place	47,000	cu. yds.	1.00	47,000.00
Loose Riprap	15,500	cu. yds.	3.50	54,250.00
Furnishing and Placing Topsoil	8,300	cu. yds.	2.50	20,750.00
8-inch Steel Pipe, Enameled	1,800	lin. ft.	4.25	7,650.00
Fire Hydrant Installation	6	only	300.00	1,800.00
Standard Fireboat Anchorage System	5	only	650.00	3,250.00
Special Fireboat Anchorage System	1	only	200.00	200.00
Class "A" Concrete in Sewers	420	cu. yds.	75.00	31,500.00
Metal Reinforcement in Sewers	72,000	lbs.	0.16	11,520.00
Tunneling For Monolithic Sewers	300	lin. ft.	200.00	60,000.00
Extra For Monolitnic Sewers Under Pavement	70	lin. ft.	10.00	700.00
6-inch Sewer Pipe	240	lin. ft.	1.50	360.00
8-inch Sewer Pipe	7,600	lin. ft.	2.00	15,200.00
10-inch Sewer Pipe	790	lin. ft.	2.25	1,777.50
12-inch Sewer Pipe	3,460	lin. ft.	2.50	8,650.00
15-inch Sewer Pipe	490	lin. ft.	3.25	1,592.50
18-inch Sewer Pipe	300	lin. ft.	3.75	1,125.00
21-inch Sewer Pipe	330	lin. ft.	4.50	1,485.00
24-inch Reinforced Sewer Pipe	120	lin. ft.	6.25	750.00
30-inch Reinforced Sewer Pipe	1,000	lin. ft.	8.50	8,500.00
36-inch Reinforced Sewer Pipe	2,970	lin. ft.	10.00	29,700.00
24-inch Extra Strength Concrete Pipe	180	lin. ft.	7.00	1,260.00
8-inch Corrugated Metal Pipe	1,400	lin. ft.	2.50	3,500.00
12-inch Corrugated Metal Pipe, Protected Invert	180	lin. ft.	4.25	765.00
15-inch Corrugated Metal Pipe, Protected Invert	120	lin. ft.	4.75	570.00
18-inch Corrugated Metal Pipe, Protected Invert	770	lin. ft.	5.60	4,312.00

18-inch Corrugated Metal Pipe, Protected Invert, 14 Gage	35	lin. ft.	$ 6.25	$ 218.75
24-inch Corrugated Metal Pipe, Protected Invert	150	lin. ft.	8.25	1,237.50
30-inch Corrugated Metal Pipe, Protected Invert, 10 Gage	18	lin. ft.	16.00	288.00
36-inch Corrugated Metal Pipe, Protected Invert, 10 Gage	300	lin. ft.	22.50	6,750.00
36-inch Corrugated Metal Pipe, Protected Invert, 8 Gage	40	lin. ft.	24.50	980.00
Extra For House Connections	14	only	50.00	700.00
Extra For Pipe Under Pavement	4,300	lin. ft.	4.50	19,350.00
Extra for Pipe Under Railroad	40	lin. ft.	65.00	2,600.00
6-inch Perforated Metal Drain Pipe	1,700	lin. ft.	2.00	3,400.00
8-inch Perforated Metal Drain Pipe	720	lin. ft.	2.50	1,800.00
6-inch Perforated Rigid-Type Drain Pipe	4,000	lin. ft.	1.50	6,000.00
8-inch Perforated Rigid-Type Drain Pipe	6,700	lin. ft.	2.00	13,400.00
Special Backfill in Drains	3,400	cu. yds.	6.00	20,400.00
1½-inch Electrical Conduit	40	lin. ft.	2.00	80.00
Concrete Inlets, Type "G"	2	only	90.00	180.00
Concrete Inlets, Type "G-1"	26	only	115.00	2,990.00
Concrete Inlets, Type "GB-1"	90	only	125.00	11,250.00
Special Concrete Inlets	2	only	125.00	250.00
Concrete Manholes, 6 ft. or less deep	10	only	250.00	2,500.00
Concrete Manholes, 6 ft. to 12 ft. deep	38	only	430.00	16,340.00
Concrete Manholes, 12 ft. to 18 ft. deep	20	only	610.00	12,200.00
Concrete Manholes, 18 ft. to 24 ft. deep	2	only	790.00	1,580.00
Concrete Manholes, Over 24 ft. deep	2	only	1,000.00	2,000.00
Special Manholes	1	only	2,400.00	2,400.00
Step Manholes	2	only	1,650.00	3,300.00
Drop Manholes	2	only	1,500.00	3,000.00
Double Drop Manholes	1	only	1,200.00	1,200.00
Diversion Manholes	1	only	3,500.00	3,500.00
Construct Drop Connection to Existing Manholes	1	only	200.00	200.00
Adjustment of Manholes	1	only	50.00	50.00
Reconstruction of Manholes	5	only	250.00	1,250.00
Capping Concrete Manholes	12	only	60.00	720.00
Capping Brick Manholes	1	only	800.00	800.00
6-foot Chain Link Fence	6,900	lin. ft.	4.00	27,600.00
4'x6' Walk Gates	10	only	75.00	750.00
Reconstruction of Chain Link Fence	170	lin. ft.	2.35	399.50
Wood Felloe Guard	1,200	lin. ft.	1.00	1,200.00
Concrete Walks	180	sq. yds.	3.50	630.00
Concrete in Islands	4	cu. yds.	40.00	160.00
Concrete Curbs	160	cu. yds.	38.00	6,080.00
Metal Guard Rail	800	lin. ft.	2.75	2,200.00
Coarse Crushed Material in Base	13,800	tons	2.20	30,360.00
3/4" - 0 Material in Base	2,200	tons	2.30	5,060.00
Sprinkling	780	M-gal.	2.50	1,950.00
Class "B" Asphaltic Concrete	6,100	tons	7.50	45,750.00
Furnish Timber Piling	7,615	lin. ft.	0.90	6,853.50

Drive Timber Piles	238	only	$ 50.00	$ 11,900.00
Timber in Place	345	M-FBM	250.00	86,250.00
Structural Excavation	4,200	cu. yds.	4.00	16,800.00
Class "A" Concrete	2,850	cu. yds.	60.00	171,000.00
Class "B" Concrete	36	cu. yds.	50.00	1,800.00
Metal Reinforcement	365,000	lbs.	0.125	45,625.00
Metal Parapet Rail	2,715	lin. ft.	7.00	19,005.00
				$2,012,574.25
Reflectorize Felloe Guard	All Required			300.00
Signing (Temporary)	All Required			4,000.00
Portable Traffic Barrier	All Required			5,000.00
Work by City of Portland (Water Mains)	All Required			60,000.00
Work by City of Portland (Fire Alarm System)	All Required			2,500.00
Flagging (57½% of Contractor's Costs)	All Required			7,500.00
Seeding and Mulching	All Required			2,500.00
	Subtotal			$2,094,374.25
	10% Engr. & Cont.			209,436.75
		Total		$2,303,811.00

Length of Roadway - - - - - - - - - - - 1.175 Miles
Length of 7 Structures- - - - - - - - - 0.507 Mile (Exceptions)
Total Length- - - - - - - - - - - - - 1.682 Miles
Cost of Roadway Per Mile- - - - - - - - $1,960,690.21

Federal Funds - $2,110,000.00
State Funds - 193,811.00

$2,303,811.00

RECEIVED
OCT 5 - 1960
FORM E-30X 5OM 2-60 26119
FOR FILING

1-F-6(11)-71

5756

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon
September 30, 1960

To: Memo to the Files

SUBJECT: Page St.-Main St. Unit
(East Bank Freeway)
Contract: 5756
Prefix: 626-1051

Mr. Kendrew of Southern Pacific telephoned this office 4:00 P.M. this date with information that their San Francisco office had approved encasement of the recently installed 10-inch sewer line between Ash and Oak Streets on S. E. 1st Avenue on the following basis:

Sloughed-in material is to be cleaned away from the pipe and from under the pipe as far as reasonable and encasement made following the Southern Pacific 10-inch encasement standard only on the sides and top. Encasement need not extend underneath the pipe at an elevation lower than can be obtained by the cleaning of the trench described above. The existing manhole at Ash Street is to remain in place, and if any modification is to be made it will be so specified in the agreement being prepared by Mr. Paxson and the San Francisco office of Southern Pacific. The encasement referred to will extend from the Ash Street manhole to a point southerly at which a 1:1 pressure cone from the nearest rail of the proposed Southern Pacific tracks will not intersect the sewer line.

Lloyd P. Shaw

Lloyd P. Shaw
Metropolitan Engineer

LPS/lh
cc: G. S. Paxson
Tom Edwards
James Don

NOTED

RECEIVED
OFFICE OF
[illegible] ENGINEER

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5756

7

Salem, Oregon
September 27, 1960

Main St.-Page St. Section
East Bank Freeway

Mr. Lloyd Shaw

The Railroads tell me that our contractors, the Peter Kiewit Sons' Company, have not supplied them with any schedule of operations in placing the Irving Street sewer under their main line. This matter should be cleared up with the Railroads in advance of any proposed construction here so that the project may not be delayed.

The Union Pacific also told me that the temporary overcrossing over which the Peter Kiewit Sons' Company proposes to move its excavation will place a fill in the locations where we must eventually build a structure. Probably they expect to move this fill material, but it might be advisable to check on it.

G. S. Paxson
Assistant State Highway Engineer

GSP:ae

cc to: Mr. Tom Edwards

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1-5-6(16)301

5756

H

September 16, 1960

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

C. G. Polk, Division Engineer
08-35.4-OA Salem, Oregon

Oregon Project I-5-6(16)301, N. Page St.-S.E. Main St. Unit, East Bank Freeway Section of the Pacific Highway - Order for State Force Work No. 2 - Estimated Amount $2,500 - Federal Participation $2,250

Reference is made to your letter dated September 14, 1960 concerning subject order.

We are approving the use of State Forces as being in the public interest in accordance with PPM 21-4.3 for the following reasons:

1. The contractor is neither properly equipped nor staffed to perform the work contemplated under the order.

2. The State has trained men and specialized equipment to perform the work most economically.

3. The amount of the work is too small to warrant a separate contract.

Reimbursement will be made on an actual cost basis.

Orig Fowler

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5756

4

September 14, 1960

Mr. C. C. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for State Force Work No. 2, Account No. 224-23, covering seeding and mulching on the N. Page St.-S. E. Main St. Unit, East Bank Freeway Section of the Pacific Highway in Multnomah County, Contract No. 5756, in connection with Federal Aid Project No. I-5-6(16)301.

This work is necessary to control erosion on cut and fill slopes. The contractor is not equipped to do this work. The State has the necessary special equipment to do the work more economically than by separate contract.

The total estimated amount of the order is $2,500.00, with Federal Participation of $2,290.00.

Your approval of this order on actual cost basis under the provisions of PPM 21-6.3 is requested. It has been verbally approved by the B.P.R. Area Engineer.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

Enc.

DBP:cr

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I-5-6(16) 301

5756

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

August 30, 1960

Attention: R. L. Porter

C. G. Polk, Division Engineer
Salem, Oregon

By: D. M. Emrich
District Engineer

Utility adjustment
City of Portland
N. Page St.-S.E. Main St. Section,
E. Bank Freeway Unit, Pacific Highway
Project I-5-6(16)301

Agr 2080

Reference is made to your letter of August 4, 1960, and to the previously approved agreement between the State and the City dated April 10, 1959, which was approved under project I-5-6(15)301.

We hereby approve the plans and estimate submitted by the City, dated August 2, 1960, with the exception of item 24 of the accompanying detailed computation. This item is not a necessary item incidental to the construction of the highway, and Federal participation in its cost cannot be allowed.

Authorization to proceed with the work is granted as of August 30, 1960. Approval is subject to the provisions of PPM 30-4.

Porter

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FOR FILING
I-5-6(16)301

5756

August 30, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 4 covering the State's share of flagging costs on the N. Page St.-S.E. Main St. Unit, East Bank Freeway Section of the Pacific Highway in Multnomah County, Contract No. 5756, in connection with Federal Aid Project No. I-5-6(16)301.

Very truly yours,

W. C. Williams
State Highway Engineer

By

J. A. Hardie
Asst. Office Engineer

DBP:sw

Enc.

RECEIVED
AUG 31 1960
FOR FILING

1-5-6 (16) 301

5756

August 30, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 3 covering the construction of portable barriers on the N. Page St.-S.E. Main St. Unit, East Bank Freeway Section of the Pacific Highway in Multnomah County, Contract No. 5756, in connection with Federal Aid Project No. I-5-6(16)301.

This work is necessary for the direction, guidance, and channelization of traffic during construction. The barriers are noted in the Special Provisions of the contract as "extra work" and funds for them were included in the Project Authorization. They are not included in the normal scope of devices required of the contractor for the protection of traffic and workmen.

Very truly yours,

W. C. Williams
State Highway Engineer

By

J. A. Hardie
Asst. Office Engineer

DBP:sw

Encl.

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FOR FILING

I-5-6 (16) 30.
5756

N

August 30, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 2 covering directional signing on the N. Page St.-S.E. Main St. Unit, East Bank Freeway Section of the Pacific Highway in Multnomah County, Contract No. 5756, in connection with Federal Aid Project No. I-5-6(16)301.

This work is necessary for the direction and guidance of traffic. It does not include warning signs, lights and barriers required of the contractor for the protection of traffic and workmen. It is included in the Special Provisions of the contract and Project Authorization as "extra work".

Very truly yours,

W. C. Williams
State Highway Engineer

By

J. A. Hardie
Assistant Office Engineer

DBP:bb

Enc.

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FOR FILING

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H

August 30, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 2 covering directional signing on the N. Page St.-S.E. Main St. Unit, East Bank Freeway Section of the Pacific Highway in Multnomah County, Contract No. 5756, in connection with Federal Aid Project No. I-5-6(16)301.

This work is necessary for the direction and guidance of traffic. It does not include warning signs, lights and barriers required of the contractor for the protection of traffic and workmen. It is included in the Special Provisions of the contract and Project Authorization as "extra work".

Very truly yours,

W. C. Williams
State Highway Engineer

By

J. A. Hardie
Assistant Office Engineer

DBP:bb

Enc.

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AUG 31 1960
FOR FILING

1-5-6(16)301

5756

August 30, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 1 covering reflectorizing felloe guards on the N. Page St.-S.E. Main St. Unit, East Bank Freeway Section of the Pacific Highway in Multnomah County, Contract No. 5756, in connection with Federal Aid Project No. I-5-6(16)301.

For the safe direction and guidance of traffic on the three detour structures, it is necessary to install reflectors on the guards. This was included in the Special Provisions of the contract and Project Authorization as "extra work".

Very truly yours,

W. C. Williams
State Highway Engineer

By

J. A. Hardie
Assistant Office Engineer

DBP:bb

Enc.

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FOR FILING

I-5-6(16)301

5756

A

August 4, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

N. Page St.-S.E. Main St. Section
E. Bank Freeway Unit, Pacific Hwy.
Multnomah County
Project No. I-5-6(16)301

Dear Sir:

Herewith are the following data in connection with adjusting the water facilities of the City of Portland on the subject project under Contract No. 5756:

1. Two copies of the City's estimate for adjusting the water facilities.

2. Two copies of the sketch prepared by the City covering the water adjustments.

The agreement between the State and City was submitted to you March 3, 1960, in connection with work under Project No. I-5-6(15)301, Contract No. 5556. The agreement was approved by your letter of March 7, 1960.

Authorization to proceed with the above work as of this date under the provisions of PPM 30-3 is requested.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

DBP:bb

FORM E-120

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

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FOR FILING

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5757

A

August 3, 1960

Peter Kiewit Sons' Co.,
215 South "J" Street
Vancouver
Washington

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission:

> Contract #5756, awarded July 19, 1960, for grading-rock toe embankment-detour structures on the North Page St.-SW Main St. Unit of the East Bank Freeway Section of Pacific Highway in Multnomah County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc
Encl.

A

RECEIVED
JUL 26 1960
FOR FILING
I-5-6 (16) 301
5756

July 25, 1960

Mr. A. W. Kilborn, Superintendent
Southern Pacific Company
Union Station
Portland 9, Oregon

Dear Sir:

I am returning herewith duplicate copies of an agreement permitting us to go upon your property in the area which will be transferred to the State in the near future. These have been executed by Mr. W. C. Williams, State Highway Engineer. Upon completion by your company, we will need one of the copies returned to us.

I wish to thank you for your efforts in this matter.

Very truly yours,

W. C. Williams
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

Attach.

GSP:AE

cc to: Mr. W. C. Williams
Mr. Tom Edwards
Mr. Lloyd Shaw

4-59 8-2460

Southern Pacific Company

UNION STATION, PORTLAND 9, OREGON

A. W. KILBORN
SUPERINTENDENT

July 19, 1960

IN REPLY PLEASE REFER TO
322

Mr. W. C. Williams
State Highway Engineer
State Highway Department
Salem, Oregon

Attention: Mr. G. S. Paxson,
Asst. State Highway Engr.

Dear Sir:

Referring to your letter June 6, relative to Irving Street Outfall Sewer Page Street-Main Street Section East Bank Freeway, Portland, Oregon.

Attached duplicate counterparts of proposed agreement covering the installation of this sewer line on S. P. Company property which Oregon State Highway Department will acquire the title in the near future. Please have the duplicate counterparts signed by State Highway Department, returning both copies for our further handling.

You will note that Item No. 11 states that upon the effective date of instrument covering conveyance to the State that this agreement shall be automatically terminated.

Yours truly,

AW Kilborn

RECEIVED
JUL 25 1960
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JUL 20 1960
FOR FILING

I 5-6(16)301

5256

A

July 20, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was started on July 7, 1960, on Contract No. 5756, N. Page St.-S. E. Main St. Unit, East Bank Freeway Section, in Multnomah County, in connection with Federal Aid Project No. I-5-6(16)301.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

DBP:jb

RECEIVED
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FOR FILING

I 5-6 (16)301

5756

Mr. W. C. Williams, State Highway Engineer
Salem, Oregon

July 19, 1960

C. G. Polk, Division Engineer
08-35.1 Salem, Oregon

Page Street-Main Street Unit, East Bank Freeway

As requested in your letter of today advising that all rights-of-entry have been acquired for Oregon Project I-5-6(16)301, Page Street-Main Street Unit, East Bank Freeway in Portland, we hereby concur, as of this date, in award of Contract No. 5756 to Peter Kiewit Sons' Co., of Vancouver, Washington, low bidder in the amount of $1,826,728.75 at the June 30, 1960 bid opening.

Foster

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FOR FILING
I 5 6(16)301

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July 19, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Your concurrence as of today is requested in the award of contract for 1.18 miles of grading on the Page St.-Main St. Unit of the East Bank Freeway Section of the Pacific Highway in Multnomah County, Project No. I-5-6(16)301, to Peter Kiewit Sons' Co. on the basis of the bid of $1,826,728.75 submitted on June 30, 1960.

All rights of entry required for this contract are acquired. All rights of access to or from abutting properties are either (1) denied by law, or (2) have been acquired, or (3) are being acquired in condemnation proceedings which have been commenced and which will be prosecuted to completion.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

RLP:sw

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FOR FILING

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5756

July 19, 1960

Mr. G. H. Baker, Superintendent
Union Pacific Railroad Company
2525 N. Larrabee Avenue
Portland 17, Oregon

Re: Page St.-Main St. Section
East Bank Freeway

Dear Sir:

In the permit of entry which you granted us we have agreed to reimburse your company for your expenses in connection with the work which we do on your property.

The Bureau of Public Roads requires that we file with them an estimate of the railroad reimbursable cost. It would be appreciated if you could furnish me this estimate as soon as practicable. This will include any watchman and flagman services and probably the revision of your communication lined to permit the grading for the ice plant spur.

Very truly yours,

W. C. Williams
State Highway Engineer

by

G. S. Paxson
Assistant State Highway Engineer

GSP:ae

cc to: Mr. R. M. Brown
Mr. W. C. Williams

RECEIVED
JUL 19 1960
FOR FILING

I-5-6(16) 301

5756

E. Bank.

July 18, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
Salem, Oregon

Re: Page St.-Main St. Unit
East Bank Freeway in
Portland
Project No. I-5-6(16) 301

Dear Sir:

Bids were received at the bid opening on June 30 for the construction of the Page Street-Main Street Unit of the East Bank Freeway in Portland. Peter Kiewit Sons' Company of Vancouver, Washington was the low of five bidders with a bid of $1,826,728.75. The Highway Commission referred this bid to the Engineer with authority to award as soon as the necessary right of way was acquired and approval of the Bureau of Public Roads was received. I am attaching hereto copy of a letter from the Union Pacific Railroad Company giving us permit of entry on all Union Pacific property involved in this project.

You will note that no estimate of Railroad costs is presented. There are no revisions of railroad trackage in connection with this project, and the only anticipated Railroad expenditures are for watchmen and flagging service.

We feel it advisable to get the contract let for this project as soon as possible and since this permit of entry from the Union Pacific Railroad Company clears all right of way, we ask your approval of an award to the Peter Kiewit Sons' Company at its low bid.

Very truly yours,

W. C. Williams
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

Attach.

cc to: Mr. W. C. Williams

GSP:ae

R

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JUL [illegible] 1960
FOR FILING

I-5-6(16)301

5756

July 18, 1960

E. Bank

Mr. D. F. Wengert, General Manager
Union Pacific Railroad Company
836 Pittock Block
Portland 5, Oregon

Dear Sir:

I am returning herewith carbon copy of your letter of July 15 giving us permit of entry on Union Pacific property for the Page Street-Main Street Section of the East Bank Freeway in Portland. This copy has been endorsed by W. C. Williams, State Highway Engineer, signifying his acceptance of the terms of the permit of entry.

Very truly yours,

W. C. Williams
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

Attach.

GSP:ae

cc to: Mr. R. M. Brown
Mr. G. H. Baker
Mr. W. C. Williams
Mr. Tom Edwards
Mr. R. L. Porter
Mr. Lloyd Shaw

UNION PACIFIC RAILROAD COMPANY

DEPARTMENT OF OPERATION

D. F. WENGERT
GENERAL MANAGER
NORTHWESTERN DISTRICT

828 PITTOCK BLOCK
PORTLAND 5, OREGON

July 15, 1960

C 315-2-62

Mr. W. C. Williams
State Highway Engineer
Oregon State Highway Department
Salem, Oregon

Attention: Mr. G. S. Paxson

Dear Sir:

Referring to construction of the East Bank Freeway at Portland:

To enable progressing preliminary work on the Page to Main Street section of this project, the State hereby is authorized to enter upon railroad right of way in connection with the following work:

Grading and construction of retaining wall in connection with relocation of access road to the Pointer-Willamette spur; installation of storm sewer; grading for relocation of Northwestern Ice Company's spur, and excavation and embankment in Block 18 Wheeler's Addition at the east end of the Steel Bridge.

This entry is being accorded in view of our desire to be cooperative with the State Highway Department, upon the condition that the State will execute the customary form of agreement when presented and which agreement shall include provisions for usual insurance and for reimbursement by the State to the Railroad for any expense incurred by the latter. Presentation of satisfactory insurance will be required before actual entry is made, in accordance with the usual practice.

It is understood that the above items will be included in the over-all East Bank Freeway agreement in due course, and that this permit of entry on the right of way extends only to the above items and not others, and that any other entries such as for temporary grade or overhead crossings, etc. will be applied for by the State and authorized independent of this permit if satisfactory.

To express your agreement and concurrence to the above, kindly sign the acceptance shown below and return the carbon copy

Mr. W. C. Williams,
State Highway Engineer

July 15, 1960

of this letter for my file.

Yours very truly,

D H Wengert

General Manager

Accepted this 18th day of
July, 1960.
STATE OF OREGON

By
State Highway Engineer

cc's: Mr. R. M. Brown - Portland
Mr. D. J. Callahan - Portland
Mr. G. H. Baker - Albina

RECEIVED
JUL 18 1960
OFFICE OF
STATE HIGHWAY ENGINEER

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JUL 11 1960
FOR FILING

I-5-6(16)301

5756

Salem, Oregon
July 14, 1960

E. Bank Fwy. Mr. J. W. DeSouza

Herewith revised agreements covering the installation of the Irving Street storm sewer under the Southern Pacific tracks on the Main Street-Page Street Section of the East Bank Freeway in Portland.

They have eliminated the section of the agreement requiring bond by our contractor. You will note too that in eliminating this, they have eliminated all reference to insurance. However, I do not believe they mean this, and, in any event, our contract with the contractor provides that insurance shall be furnished.

If this now meets with your approval, will you please get it out for signature by the Highway Commission.

G. S. Paxson
Assistant State Highway Engineer

Attach.

GSP:ae

Southern Pacific Company
UNION STATION, PORTLAND 9, OREGON

A. W. KILBORN
SUPERINTENDENT

July 13, 1960

IN REPLY PLEASE REFER TO
322

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Attention: Mr. E. R. Paxson

Dear Sir:

Referring to your letter June 28 in connection with the proposed agreements under which the State of Oregon is granted an easement for the construction of an underground storm sewer crossing for the North Page Street - S. E. Main Street Unit - East Bank Freeway.

Section 8 of the agreement which provided for the contractor entering into an agreement and furnishing a surety bond has been deleted. It will be satisfactory for you to execute the duplicate counterparts which are attached. On completion please return the duplicate counterparts to this office for our further attention.

Yours truly,

A W Kilborn

RECEIVED
JUL 14 1960
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JUL 14 1960
OFFICE OF
STATE HIGHWAY ENGINEER

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AUG 18 1960
FOR FILING

FORM E-30 25M 8-51 83216
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B

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 28, 1960

777

SUBJECT: Second Supplemental Agreement
Eastbank Freeway Section
Pacific Highway
City of Portland

To: Mr. G. S. Paxson
Assistant State Highway Engineer

OFFICE

Attached hereto are twelve copies of the above-entitled agreement, prepared in response to your request of June 14, 1960. It is understood County & City Relations will furnish the exhibit maps for attachment.

Additional copies of this agreement are available in this office.

Ted E. Barbera
TED E. BARBERA
Staff Attorney

TEB:bjk
Attachments (12)
cc: L. I. Lindas

RECEIVED
JUN 29 1960
OFFICE OF
STATE HIGHWAY ENGINEER

FORM 830—50M—2-57—1476

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
December 30, 1959

SUBJECT: Second Supplemental Agreement
N. Page Street-S. E. Main Street
East Bank Freeway Section
Pacific Highway in City of Portland

To: G. S. Paxson
Assistant State Highway Engineer

OFFICE

Attached hereto are 12 copies of the above-entitled agreement as per your request of December 14, 1959. County & City Relations furnished us with one map, which we have attached to our file copy. It is understood that County & City Relations will furnish the additional exhibit maps.

Additional copies of this agreement are available.

Leonard W. Pearlman
LEONARD W. PEARLMAN
Staff Attorney

LWP:bjk
Attachments
cc: L. I. Lindas

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JAN - 5 1960
OFFICE OF
STATE HIGHWAY ENGINEER

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G. S. PAXSON

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Salem, Oregon
December 14, 1959

Cooperative construction
agreement, N. Page Street-
S. E. Main Street Unit,
East Bank Freeway Section,
Pacific Highway in Portland

Portland
Spec

Mr. L. I. Lindas
Chief Counsel
OFFICE

The State plans to construct the subject-named project in the future. Included in the plans for the project is construction of an esplanade along the bank of the Willamette River. It was originally planned to construct a strip only 25' wide, in which the Bureau of Public Roads will participate; but at the request of the City, the Highway Commission at its meeting on November 5 approved and authorized funds to construct an additional 20'-wide strip. City is to participate in only the 20'-wide strip.

RECITALS: Standard paragraph.

GENERAL PROVISIONS:

1. It is mutually understood and agreed by both parties that State shall pay 75% and the City 25% of the final total actual cost for constructing an additional 20'-wide strip of the esplanade, the cost of which will not be participated in by the Bureau of Public Roads.

2. Upon completion of the esplanade, a final total actual cost of that portion of the project in which the City is to participate shall be determined and said cost shall be shared by City and State as hereinabove provided.

3. In the event City's portion of the final total actual cost of the project exceeds the deposit made by City, City shall immediately pay to State the difference between the amount of its deposit and 25% of the final total actual cost. In the event the deposit made by City exceeds 25% of the final total actual cost, State shall refund the difference between 25% of said final total actual cost and the deposit paid by City.

4. The cost of the portion in which the City participates shall be determined by applying the unit prices of the contract for the project to the quantities entering into said participating portion.

THINGS TO BE DONE BY STATE:

1. State shall prepare the plans and let and award all

contracts for the project. Attached hereto and marked Exhibit "A" is a map showing the general plan and location of said esplanade colored in yellow. That portion in which the City is to participate is from Highway Engineer's Survey Station 420+00 to Station 432+41.37 P.O.T. = "C^3" 431+20.35 P.S. to Station "C^3" 436+20 and is shown colored in red, green, and orange on the typical section of said Exhibit "A."

2. State shall, in the first instance, pay all cost incurred in the portion of the project in which City is to participate.

THINGS TO BE DONE BY CITY:

1. City shall, before awarding of a contract by State, deposit with State the sum of $20,000 which sum is estimated to be 25% of the total cost of that portion of the esplanade in which City is to participate.

2. City is to participate in that portion of the construction of the esplanade as listed below:

a. Additional embankment required for the additional 20' wide strip as shown colored in red on the typical section of the attached Exhibit "A."

b. Additional sand or gravel backfill for the additional 20' wide strip as shown colored in green on the typical section of the attached Exhibit "A."

c. Additional rock toe embankment for the additional 20' wide strip as shown colored in orange on the typical section of the attached Exhibit "A."

Please prepare twelve copies of the agreement in addition to any required by the Legal Division.

G. S. Paxson
Assistant State Highway Engineer

JDG:mm
Att.

cc: C. G. Swenson

Form 2552
4-58-100M

8588

UNION PACIFIC RAILROAD COMPANY

Albina, Oregon
February 15, 1960

State of Oregon
State Highway Department
Salem, Oregon

Attention: Mr. I. D. Merchant
Bridge Engineer

Dear Sir:

Reference is made to your letter of February 9 and to your drawings, number 8588-E revised 12/30/59 and 1/21/60, covering North and Eastbound exist lines from the Banfield Expressway in the Eastbank-Banfield Interchange area.

The revised alignment, of the service road from the intersection of Second Avenue and Glisan Street to the lower level of the track area and the revised alignment of the Ice Plant spur to permit placement of the Bent No. 11 column of the "EN" ramp, is satisfactory.

In the area where columns are adjacent to the main line tracks it will be satisfactory to eliminate traffic on the track adjacent to the construction during the time of footing construction, however, this work must be progressed as expediently as possible.

During the construction of footing indicated for Bent 12 "EN" 15 - 60.47, the industry track shown on your drawings as 9.58 feet to the right of this column, may have to be temporarily relocated during the time of footage construction.

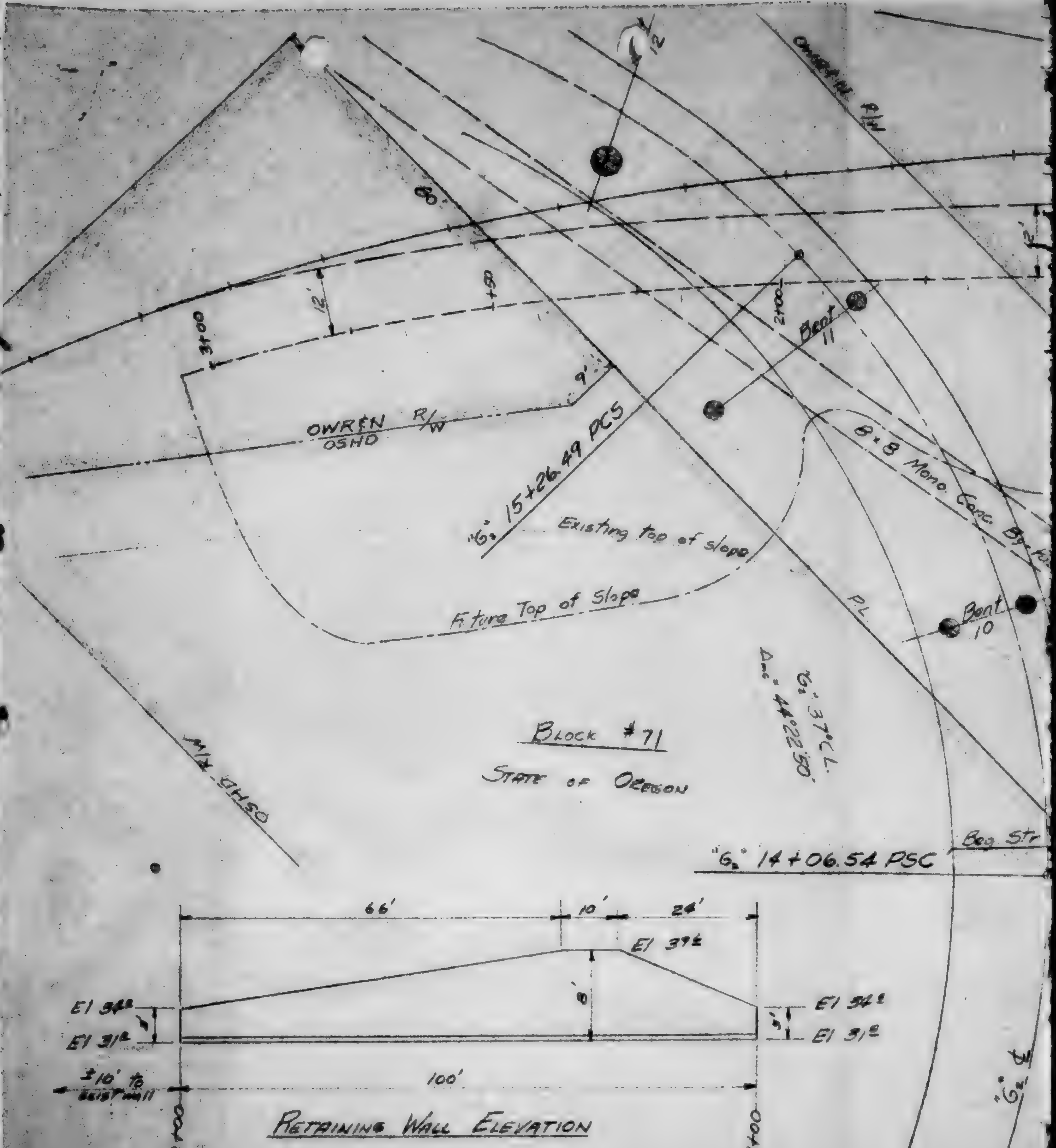
In order to provide proper visual distance to signals, it will be necessary relocate or modify signal towers envolved.

With the above information in mind, you may proceed with the design of this section of interchange and when the design is completed appropriate agreement will be executed.

Very truly yours,

G. H. Baker
Superintendent

[illegible]



Owren R/W
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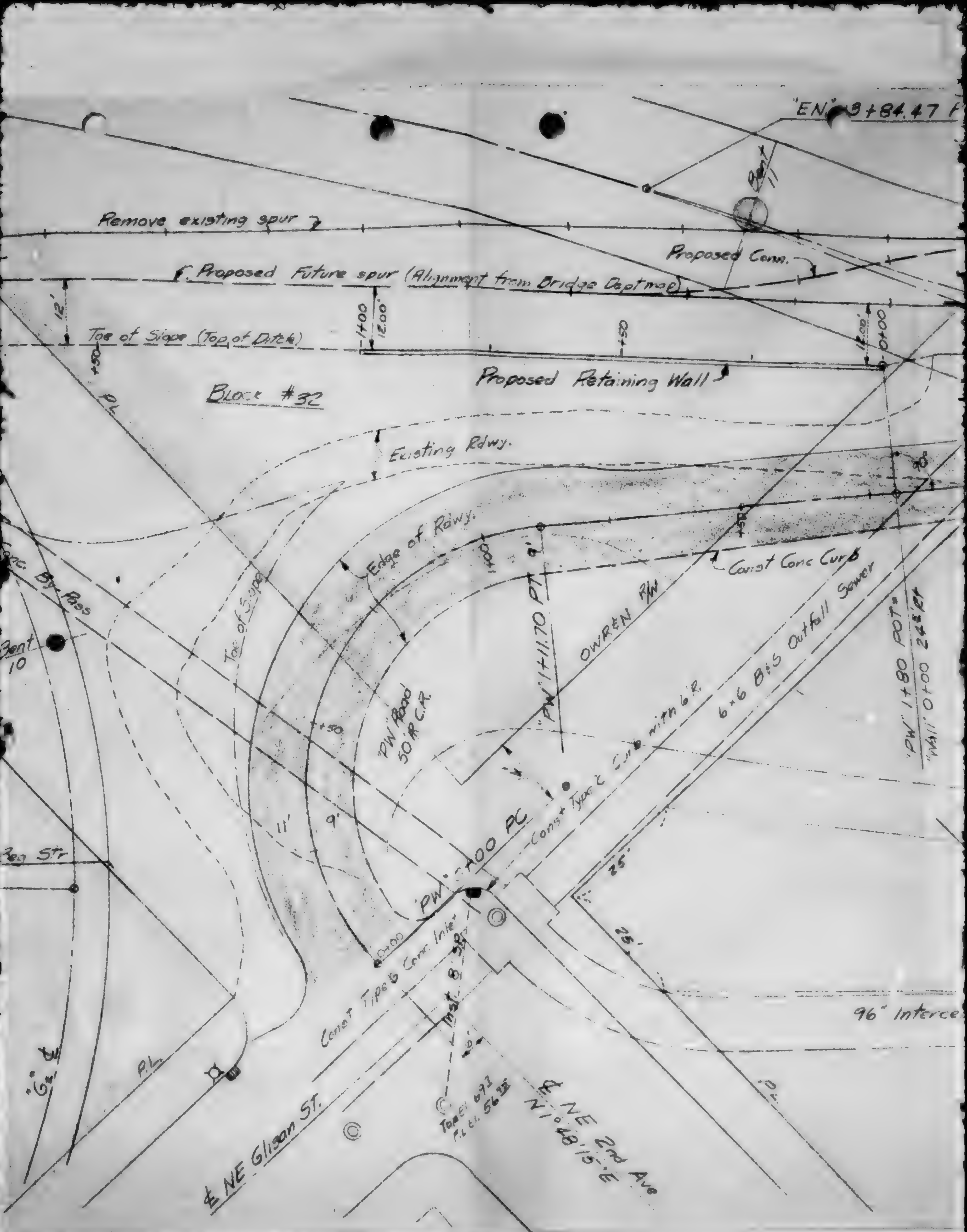
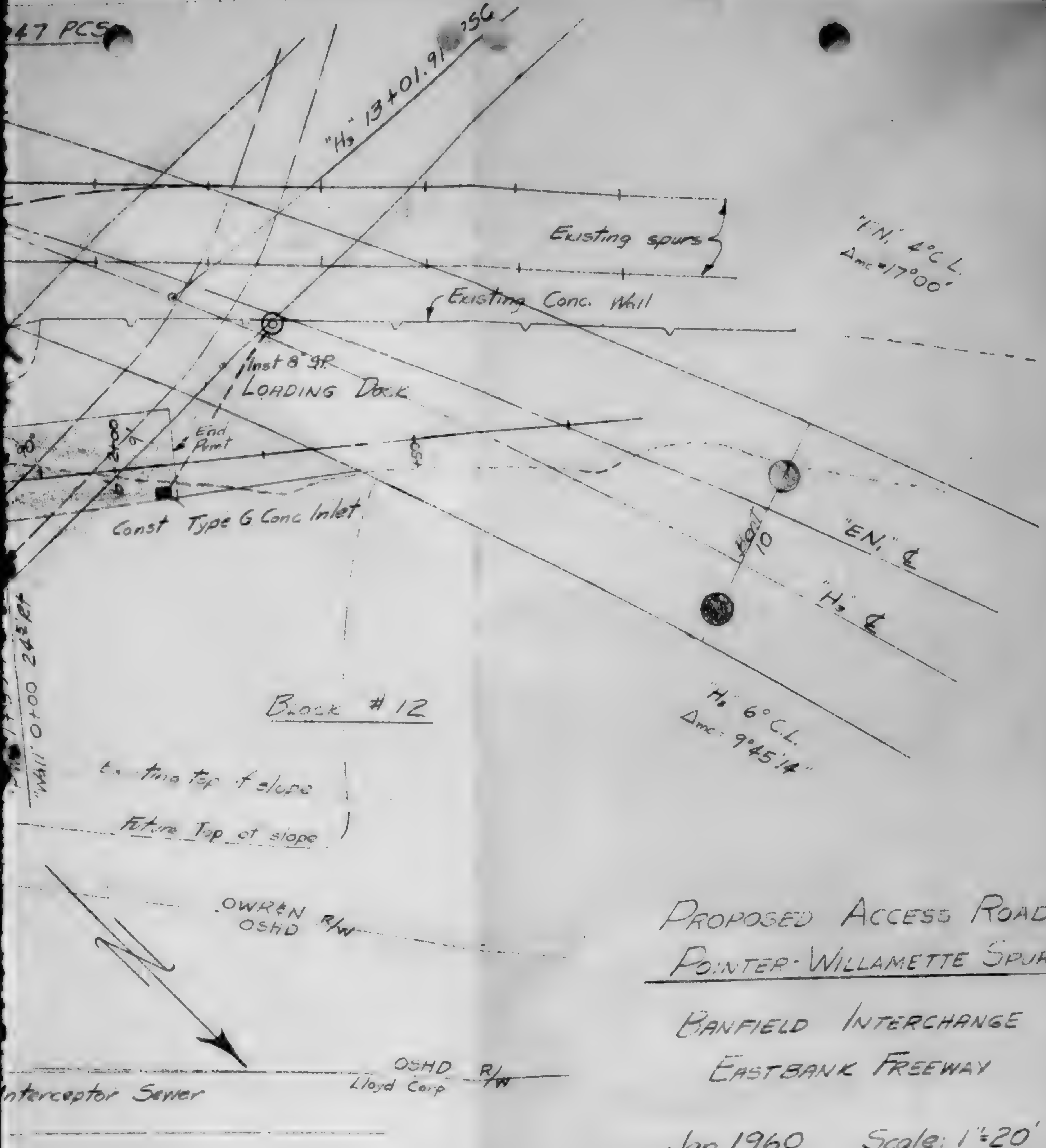
3+00
9'
OWREN R/W
OSHD
"G2" 15+26.49 PCS
2+00
Bent 11
8×8 Mono. Conc. Br
Existing top of slope
Future Top of Slope
PL
Bent 10
"G2" 37°C.L.
Δc= 44°22'50"
BLOCK #71
STATE OF OREGON
OSHD R/W
Beg Str
"G2" 14+06.54 PSC
66'
10'
24'
El 39±
8'
El 34±
El 31±
3'
El 34±
El 31±
310' to exist wall
100'
0+00
1+00
RETAINING WALL ELEVATION
"G2" ℄


"EN" 3+84.47 F
Bent 11
Remove existing spur
Proposed Conn.
℄ Proposed Future spur (Alignment from Bridge Dept map)
12'
1+00
12.00'
+50
12.00'
0+00
Toe of Slope (Top of Ditch)
Proposed Retaining Wall
Block #32
P.L.
Existing Rdwy.
90°
Edge of Rdwy.
Const Conc Curb
Conc. By-Pass
Top of Slope
1+00
"PW" 1+11.70 PT
OWREN R/W
6×6 B&S Outfall Sewer
Bent 10
"PW" Road 50' R C.R.
"PW" 1+80 POT
"Wall" 0+00 24' Rt
+50
Const Type 2 Curb with 6' R.
11'
9'
Reg Str
"PW" 0+00 PC
Const Type 2
25'
25'
0+00
Const Type 6 Conc Inlet
8.35
Inst 8
10'
96" Interce
"G" Ln
P.L.
℄ NE Glisan St.
Top El. 67.3
F.L. El. 56.95
℄ NE 2nd Ave
N 1°48'15" E
10'



PROPOSED ACCESS ROAD
POINTER-WILLAMETTE SPUR

BANFIELD INTERCHANGE
EASTBANK FREEWAY

Jan 1960 Scale: 1"=20'

Lloyd P. Shaw, Metro Engr.

CGP

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1960

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Copy
Projects
Muni - Portland
East Bank

FORM E-123-X

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

June 17, 1960

Mr. A. W. Wilborn, Superintendent
Southern Pacific Co.
Union Station
Portland 9, Oregon

Dear Sir:

We are mailing under separate cover a copy of the special provisions and plans covering grading work on the N. Page St.-Main St. Unit, East Bank Freeway Section of the Pacific Highway in Portland, bids for which are to be received in Salem on June 30, 1960.

In general, the work is to be performed without interference with railroad facilities except where the Irving Street outfall sewer is to cross under your tracks near Railroad Station 40+33, as indicated on sheets 5-A and 5-F of the plans.

Special provisions covering this work are set forth on pages 40 and 41 thereof. Provisions for railroad protective insurance and for protection of your company's tracks, facilities, communication lines and other property are set forth on pages 88, 89 and 90 of the special provisions, in the appropriate insert titled "Relations With Railroad Company" and in the insert titled "Railroad Protective Insurance".

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

TED

cc: G. S. Paxson
J. W. DeSouza

Mr. W. M. Jackle, Chief Engr.
Southern Pacific Co.
65 Market Street
San Francisco 5, California

RECEIVED
STATE HIGHWAY ENGINEER

FORM E-123-X, 80M

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

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JUN 27 1960
FOR FILING

Current
Projects
Muni-Portland
East-Bank

June 17, 1960

Mr. G. H. Baker, Superintendent
Union Pacific Railroad Company
2525 N. Larrabee Avenue
Portland 17, Oregon

Dear Sir:

We are mailing under separate cover a copy of the special provisions and plans covering grading work on the N. Page St.-Main St. Unit, East Bank Freeway Section of the Pacific Highway in Portland, bids for which are to be received in Salem on June 30, 1960.

In general, the work is to be performed without interference with railroad facilities except where the Irving Street outfall sewer is to cross under your tracks near Railroad Station 40+33, as indicated on sheets 5-A and 5-F of the plans.

Special provisions covering this work are set forth on pages 40 and 41 thereof. Provisions for railroad protective insurance and for protection of your company's tracks, facilities, communication lines and other property are set forth on pages 88, 89 and 90 of the special provisions, in the appropriate insert titled "Relations With Railroad Company" and in the insert titled "Railroad Protective Insurance".

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

cc: G. S. Paxson
J. W. DeSouza

R. M. Brown, Dist. Engr.
Union Pacific Railroad Co.
829 Pittock Block
Portland 5, Oregon

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When replying, refer to:
08-35.4-DA

Const
Project
Main
Portland
East Bank

408 State Highway Building
Salem, Oregon

June 14, 1960

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Re: Oregon Project I-5-6(15)301
N. E. Page St.- S.E. Main St. Unit
Eastbank Freeway - Demolition Contract

Dear Sir:

Reference is made to your letter dated June 6, 1960 concerning subject order.

We are approving the use of State Forces as being in the public interest in accordance with FPM 21-6.3 for the following reasons:

1. The contractor is neither properly equipped nor staffed to perform the work contemplated under the order.

2. The State has trained men and specialized equipment to perform the work most economically.

3. The amount of the work is too small to warrant a separate contract.

Reimbursement will be made on an actual cost basis.

Very truly yours,

C. C. Polk
Division Engineer

NOTED

Porter

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JUN - 8 1960
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Const
Proj
Muni
Portland
East Bank
?

June 6, 1960

Mr. A. A. Kilborn, Superintendent
Southern Pacific Company
Union Station
Portland 9, Oregon

Re: Irving St. Outfall Sewer
Page St.-Main St. Section
East Bank Freeway

Dear Sir:

The State Highway Commission proposes to take bids on a section of the East Bank Freeway from Page Street to Main Street on June 28. As a part of this project we would install an outfall sewer carrying the drainage from the section under the Union Pacific and Southern Pacific tracks. You have already been furnished prints of these plans showing the location of the sewer.

The easements for this installation will be included in the master agreement covering the interchange with the Banfield Freeway in the East Portland Yards. It appears that this master agreement will not be completed prior to the opening of bids on this highway project, and in order that the work may proceed, we would appreciate a permit of entry covering the sewer installation. Our contract will include the usual provisions for protection of railroad property and operations and the providing of insurance protecting the railroads.

Anything you can do to clear the project will be greatly appreciated.

Very truly yours,

W. C. Williams
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

GSP:ae

cc to: Mr. W. C. Williams
Mr. Tom Edwards
Mr. Walter T. Wright
Mr. R. L. Porter

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JUN - 8 1960
FOR FILING
Const
Proj
Muni

Portland
East Bank

June 6, 1960

Mr. G. H. Baker, Superintendent
Union Pacific Railroad Company
2525 N. Larrabee Avenue
Portland 17, Oregon

Re: Your File D 9016 - 32 - 16

Dear Sir:

Under date of March 17, you returned to us approved plans for the Page Street-Main Street Section of the East Bank Freeway showing the Irving Street sewer outfall under the railroad.

We propose to advertise this section for a bid opening on June 28. The formal easement from your company for this outfall sewer will be included in the master agreement for the interchange with the Banfield Freeway in the East Portland Yards. Our contract for the section will include the usual protection of railroad property and operations and will require the furnishing of insurance in the usual limits protecting the railroad companies.

It appears that the master agreement will not be completed prior to the time we take bids on this project, and we would greatly appreciate a permit of entry from your company allowing the installation of this outfall sewer so that the job may get under way.

Very truly yours,

W. C. Williams
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

GSP:ae

cc to: Mr. W. C. Williams
Mr. Tom Edwards
Mr. Walter T. Wright
Mr. R. L. Porter

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MAR 1 1960
FOR FILING

Const
Projects
Muni-Portland
Eastbank

February 29, 1960

Mr. G. H. Baker, Superintendent
Union Pacific Railroad Company
2525 N. Larrabee Avenue
Portland 17, Oregon

Dear Mr. Baker:

In accordance with your request of February 17, I am mailing to you, under separate cover, four prints each of Sheets 5A and 5F of the North Page Street-Southeast Main Street plans on the East Bank Freeway.

Very truly yours,

W. C. Williams
State Highway Engineer

cc to: Mr. Forrest Cooper
Mr. Tom Edwards

MAP:jk ae

UNION PACIFIC RAILROAD COMPANY

DEPARTMENT OF OPERATION

G. H. BAKER
SUPERINTENDENT
OREGON DIVISION

2525 NO. LARRABEE AVE.
PORTLAND 17, OREGON

FEBRUARY 17, 1960

Ref. File: D 9016 - 32 - 29

Mr. Ivan D. Merchant,
Bridge Engineer
Oregon State Highway Department
Salem, Oregon

Dear Mr. Merchant:

EAST BANK FREEWAY

On February 15th, Mr. Williams sent one set of prints consisting of Sheets 5-A and 5-F of the N. Page Street - S. E. Main Street Unit plans, for reviewing the proposed storm drain installation under the railroad.

Will you please furnish me four additional sets, to enable proper submission of the matter?

Yours very truly,

G. H. Baker

G. H. Baker,
Superintendent

Believe this is for your attention

Zanke

CONSTRUCTION DIVISION
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FEB 24 1960
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UNION PACIFIC RAILROAD COMPANY

DEPARTMENT OF OPERATION

G. H. BAKER
SUPERINTENDENT
OREGON DIVISION

2525 NO. LARRABEE AVE.
PORTLAND 17, OREGON

Const
Baj.
Main - Portland
East Bank

MARCH 17, 1960

Ref. File: D 9016 - 32 - 16

Mr. W. C. Williams,
State Highway Engineer
Oregon State Highway Department
Salem, Oregon

Dear Mr. Williams:

Referring to your letter of February 15 to Mr. Ralph Baysinger, transmitting Federal-aid Sheets 5-A and 5-F of the Page Street - Main Street section of the East Bank Freeway, showing the Irving Street sewer outfall under the railroad;

One set of the above-mentioned drawings, bearing the approval of our Chief Engineer, is returned herewith for your record.

Yours very truly,

G H Baker
G. H. Baker,
Superintendent

enc.

Edw
Return to filing

CONSTRUCTION DIVISION
RECEIVED
MAR 29 1960
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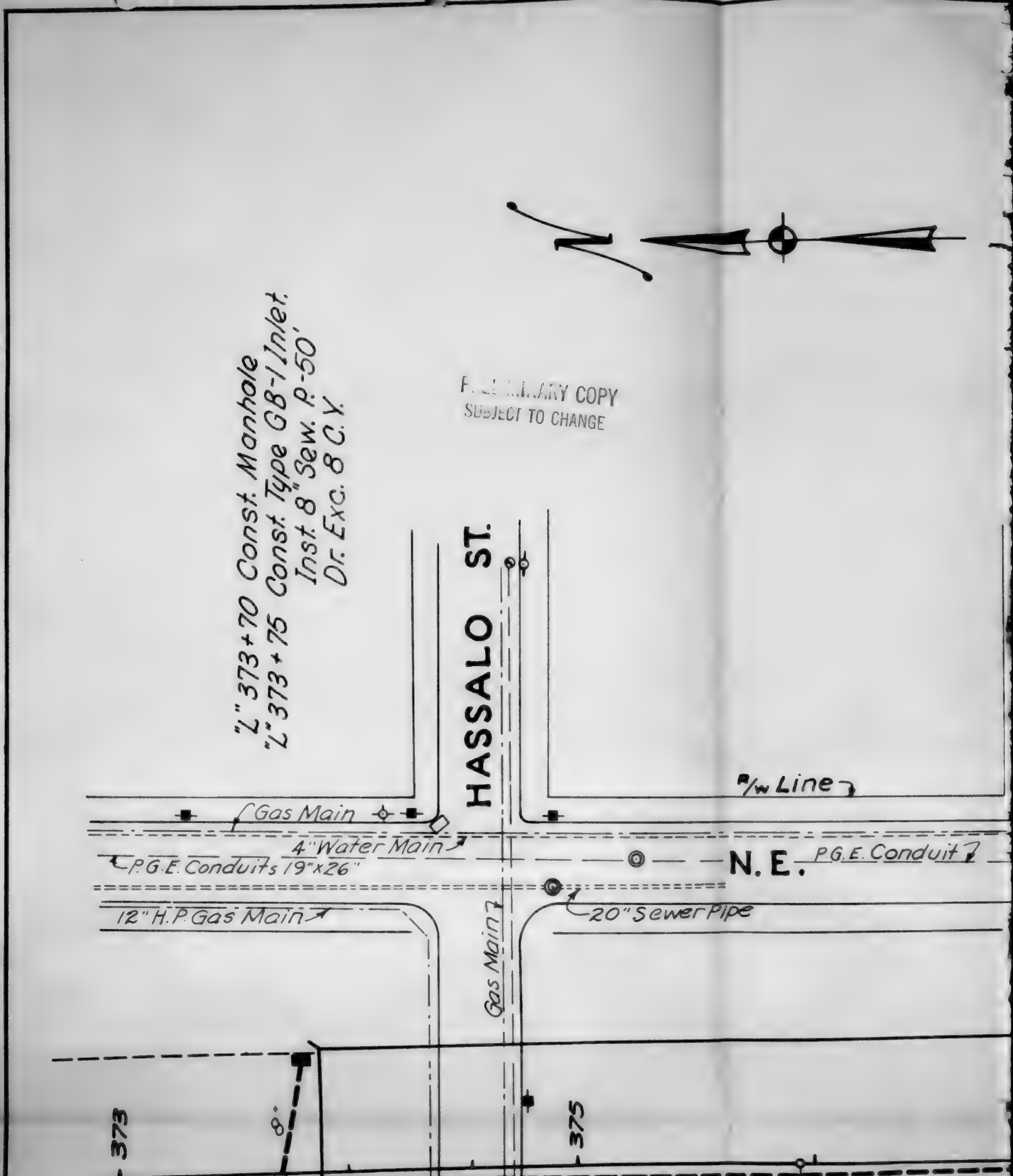
NOTED
FORREST [illegible]

NOTED
G. K. A[illegible]

RECEIVED
MAR 28 1960
OREG[illegible]
STATE HIGHWAY [illegible]

NOTED
C. S. PAXSON



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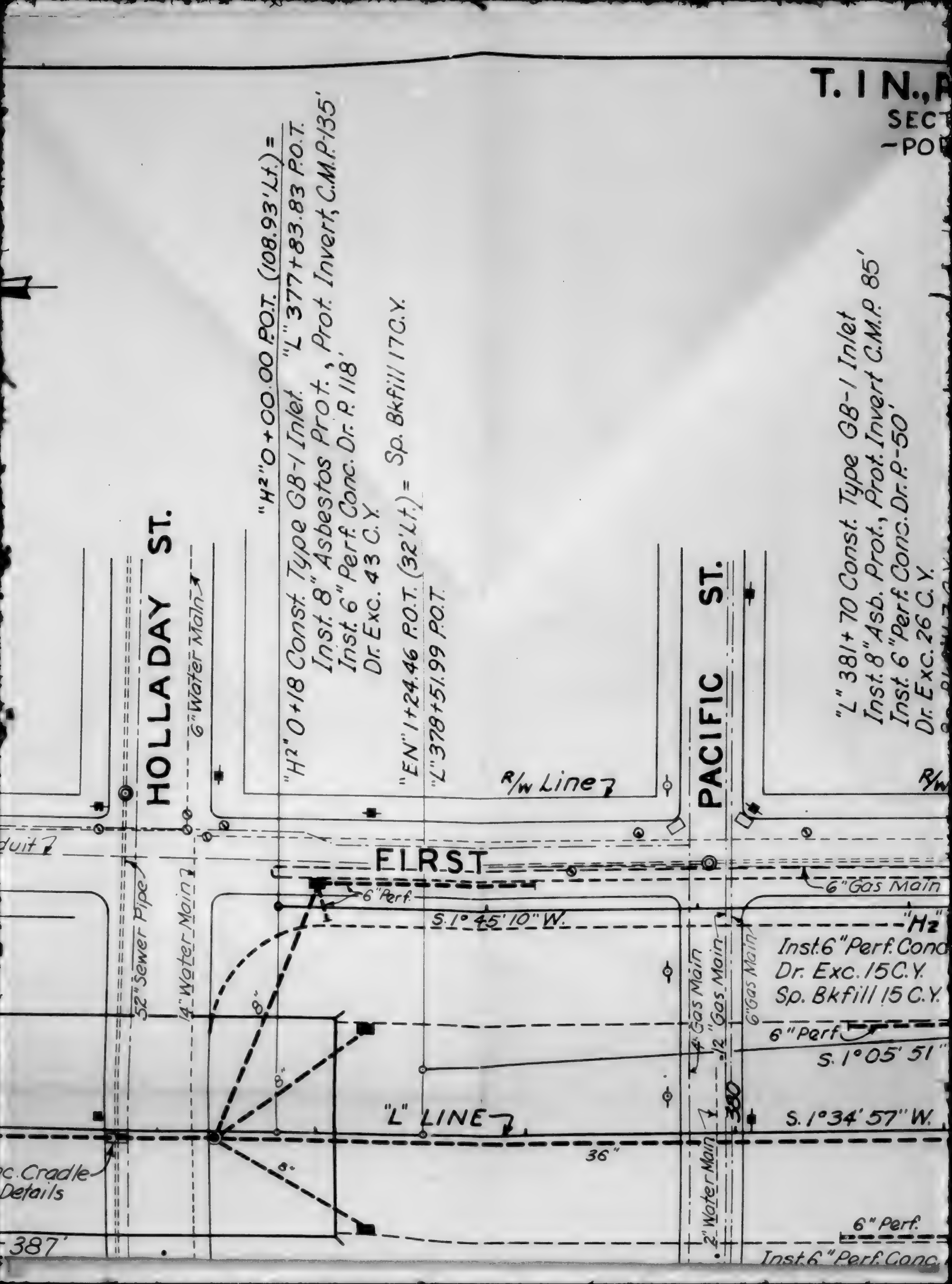
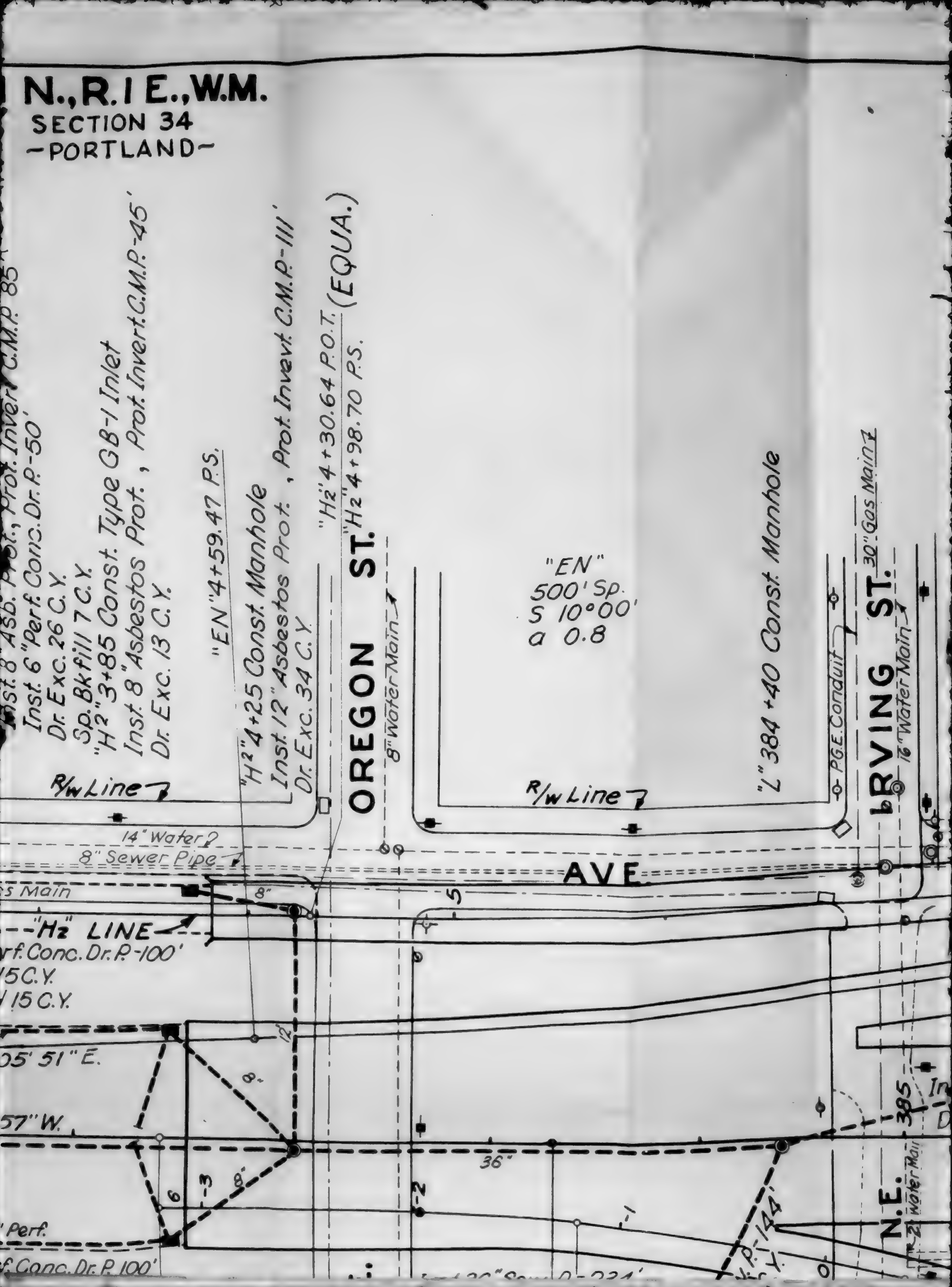

T. 1 N., R
SECT
-PO
"H²" 0+00.00 P.O.T. (108.93' Lt.) =
"L" 377+83.83 P.O.T.
"H²" 0+18 Const. Type GB-1 Inlet.
Inst. 8" Asbestos Prot., Prot. Invert, C.M.P. 135'
Inst. 6" Perf. Conc. Dr. P. 118'
Dr. Exc. 43 C.Y.
Sp. Bkfill 17 C.Y.
"EN" 1+24.46 P.O.T. (32' Lt.) =
"L" 378+51.99 P.O.T.
"L" 381+70 Const. Type GB-1 Inlet
Inst. 8" Asb. Prot., Prot. Invert C.M.P. 85'
Inst. 6" Perf. Conc. Dr. P-50'
Dr. Exc. 26 C.Y.
HOLLADAY ST.
PACIFIC ST.
6" Water Main
R/W Line
R/W
duit
FIRST
6" Gas Main
6" Perf.
S. 1° 45' 10" W.
"H₂"
Inst. 6" Perf. Conc
Dr. Exc. 15 C.Y.
Sp. Bkfill 15 C.Y.
52" Sewer Pipe
14" Water Main
4" Gas Main
12" Gas Main
6" Gas Main
6" Perf
S. 1° 05' 51"
8"
8"
8"
"L" LINE
380
S. 1° 34' 57" W.
36"
nc. Cradle
Details
2" Water Main
6" Perf.
387'
Inst. 6" Perf. Conc.


N., R.1 E., W.M.
SECTION 34
-PORTLAND-
Inst. 8" Asb. Prot., Prof. Invert C.M.P. 85'
Inst. 6" Perf. Conc. Dr. P.-50'
Dr. Exc. 26 C.Y.
Sp. Bkfill 7 C.Y.
"H²"3+85 Const. Type GB-1 Inlet
Inst. 8" Asbestos Prot., Prot. Invert. C.M.P.-45'
Dr. Exc. 13 C.Y.
"EN"4+59.47 P.S.
"H²"4+25 Const. Manhole
Inst. 12" Asbestos Prot., Prot. Invert. C.M.P.-111'
Dr. Exc. 34 C.Y.
"H²"4+30.64 P.O.T.
"H²"4+98.70 P.S.
(EQUA.)
OREGON ST.
8" Water Main
"EN"
500' Sp.
S 10°00'
a 0.8
"L" 384+40 Const. Manhole
P.G.E. Conduit
30" Gas Main
16" Water Main
IRVING ST.
R/w Line
R/w Line
14" Water
8" Sewer Pipe
AVE.
s Main
8"
5
"H²" LINE
erf. Conc. Dr. P.-100'
15 C.Y.
15 C.Y.
12"
05' 51" E.
8"
57" W.
36"
-3
6
8"
-2
-1
Perf.
f. Conc. Dr. P. 100'
V.P. 144'
385
12" Water Main
N.E.
36" Sew. P.-231'
0

N. PAGE ST.- S.E. MAIN ST. UNIT EAST BANK FREEWAY SECTION PACIFIC HIGHWAY MULTNOMAH COUNTY				SHEET No. 5-A
FED. ROAD Div. No.	STATE	PROJECT NUMBER	FISCAL YEAR	TOTAL SHEETS
8	OREGON			See Index

(Drainage)

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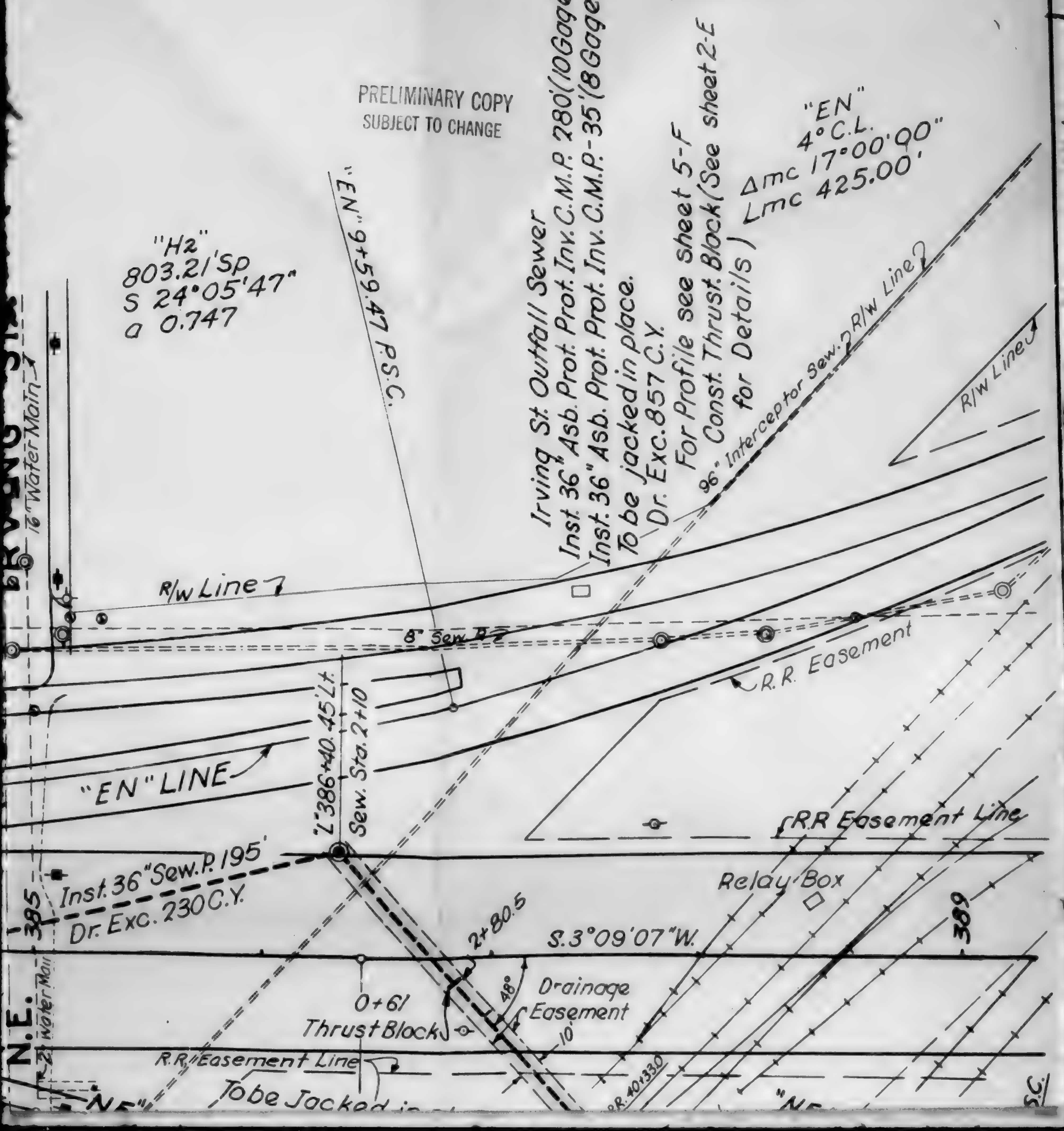

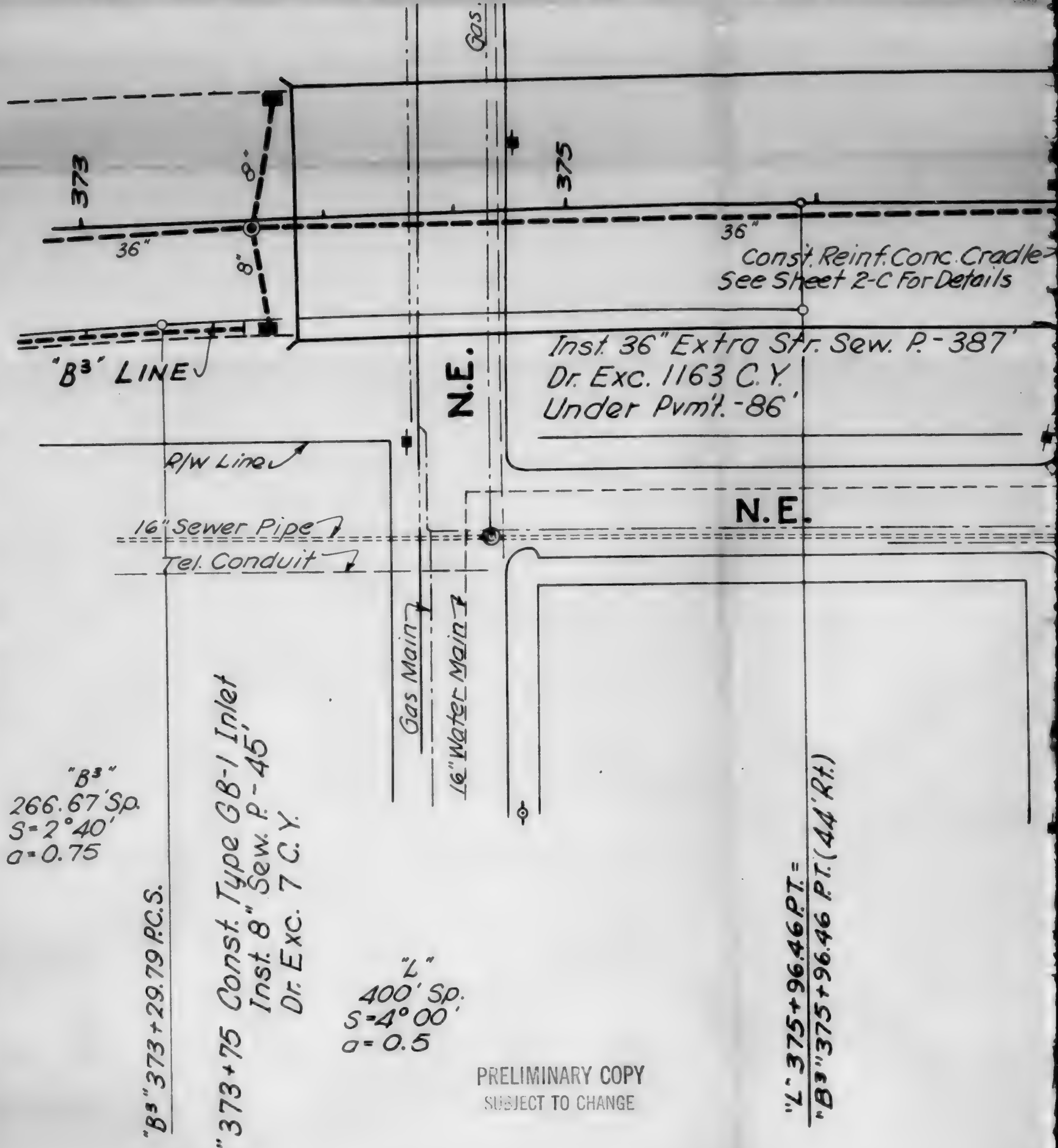

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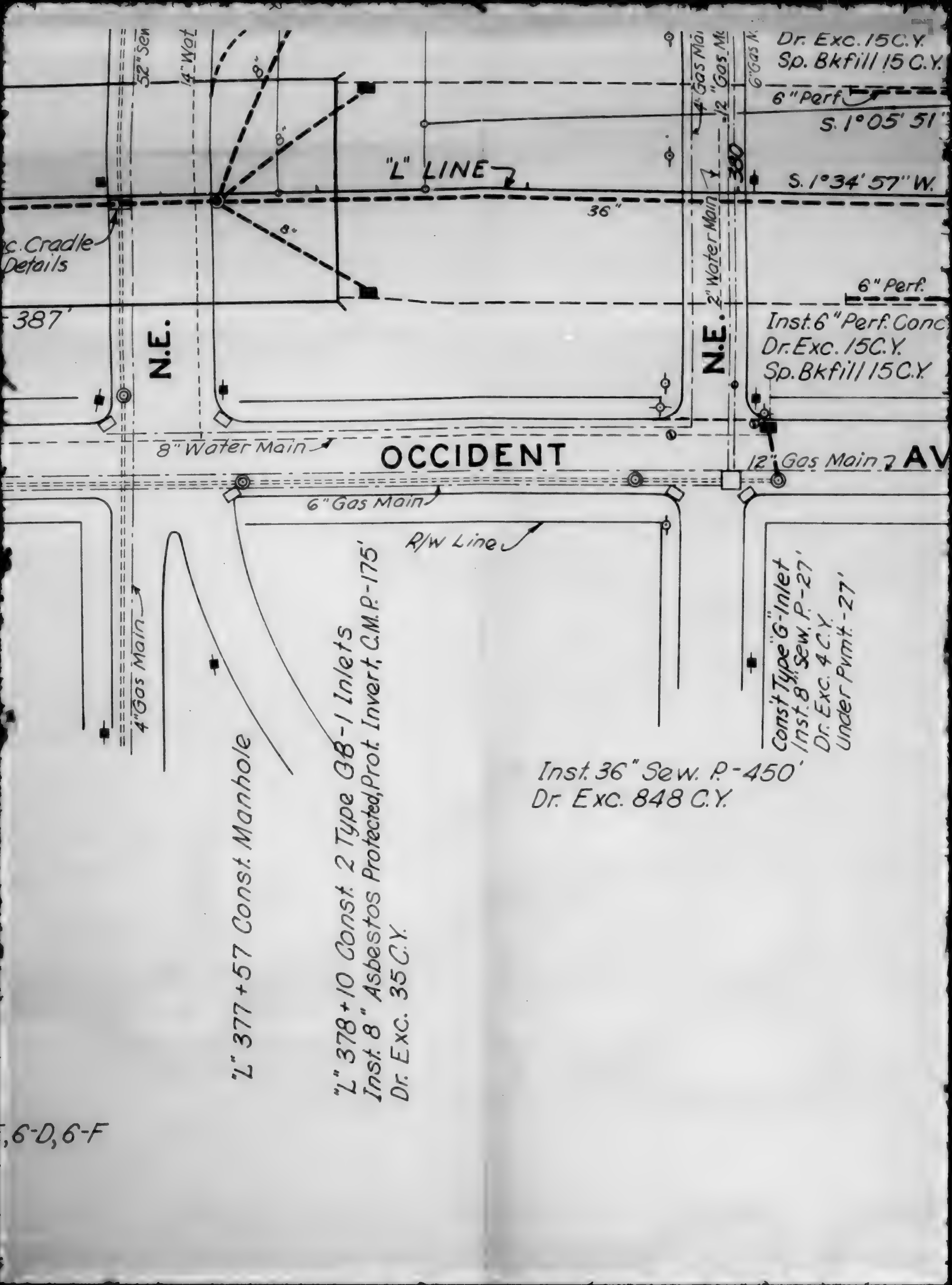
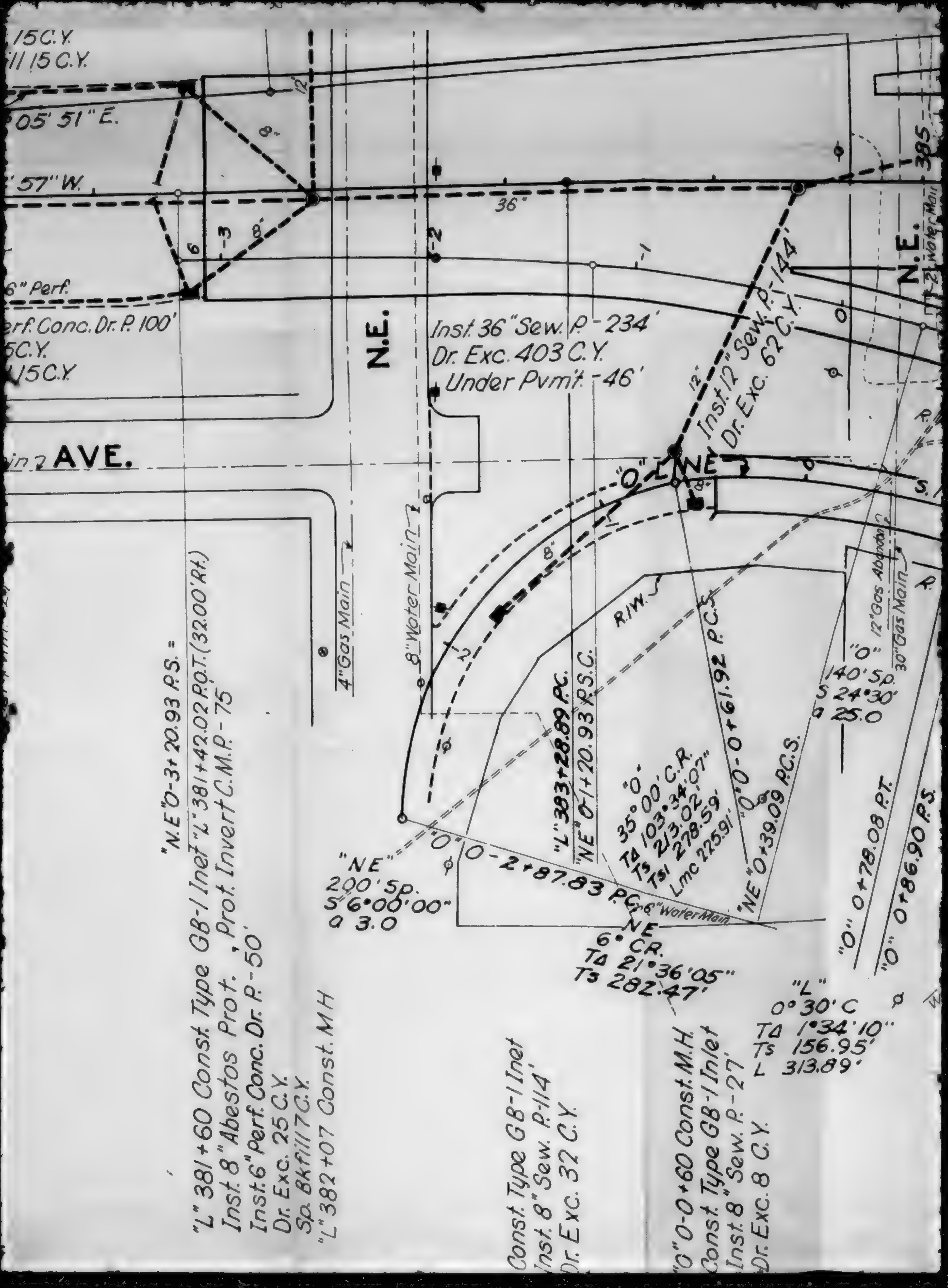
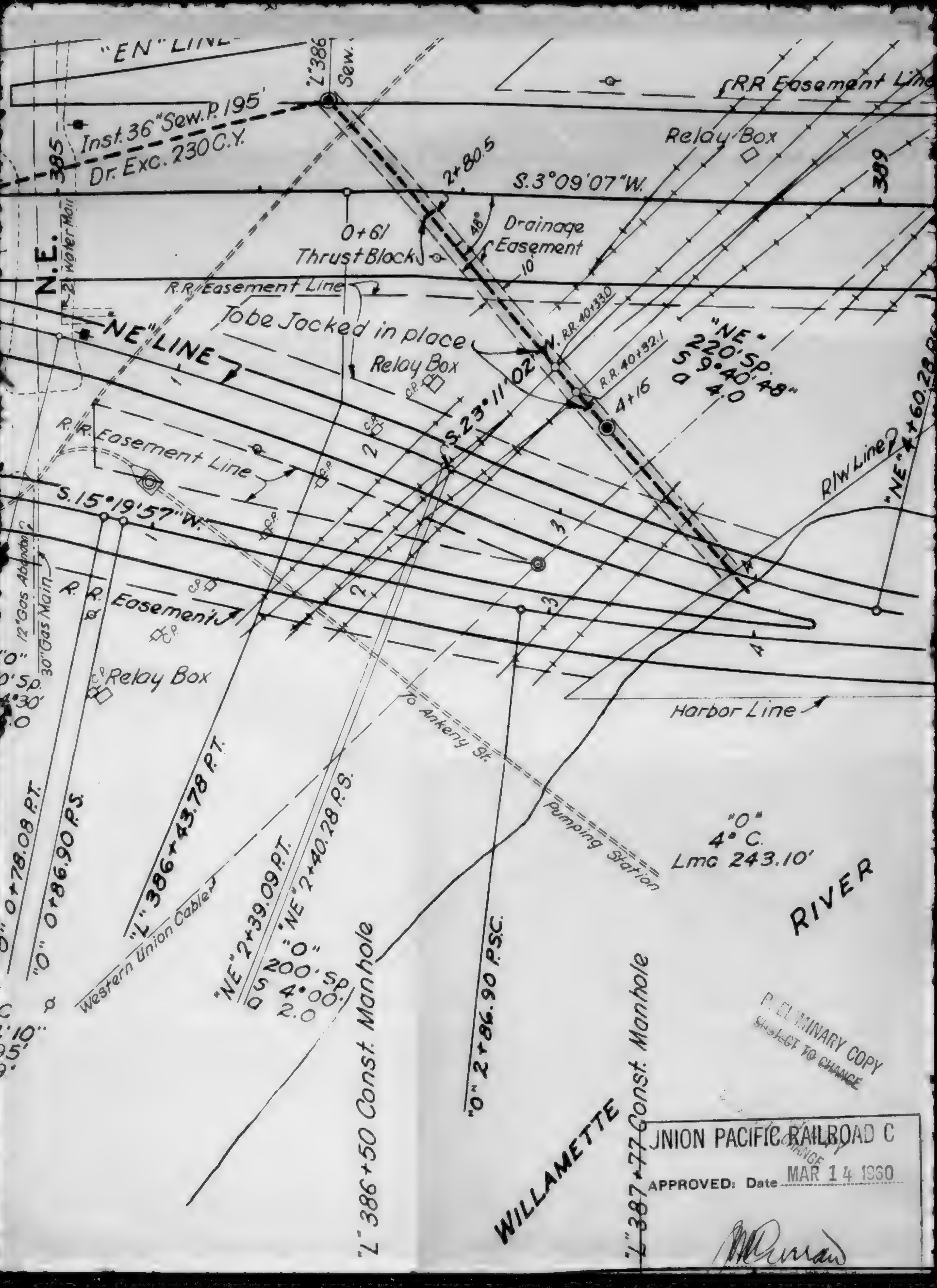
Note:
For Plan, see Sheet - 5
For Removal, see sheet 5-B
For Profiles, see sheet 5-C, 5-D, 5-E, 6-D, 6-F
For Profile Irving St. Outfall 5-E


52" Sew
14" Wat
8"
8"
8"
Dr. Exc. 15C.Y.
Sp. Bkfill 15 C.Y.
6" Perf
S. 1°05' 51"
4" Gas Mai
12" Gas M
6"Gas M
380
"L" LINE
S. 1°34' 57" W.
36"
c. Cradle
Details
2" Water Main
6" Perf.
Inst. 6" Perf. Conc
Dr. Exc. 15C.Y.
Sp. Bkfill 15C.Y.
387'
N.E.
N.E.
8" Water Main
OCCIDENT
AV
12" Gas Main
6" Gas Main
R/W Line
4" Gas Main
"L" 377+57 Const. Manhole
"L" 378+10 Const. 2 Type GB-1 Inlets
Inst. 8" Asbestos Protected, Prot. Invert, C.M.P.-175'
Dr. Exc. 35 C.Y.
Const Type 'G' Inlet
Inst. 8" Sew. P.-27'
Dr. Exc. 4 C.Y.
Under Pvmt.-27'
Inst. 36" Sew. P.-450'
Dr. Exc. 848 C.Y.
,6-D,6-F



15 C.Y.
ill 15 C.Y.
05' 51" E.
57" W.
12
8"
36"
6
-3
8"
-2
-1
6" Perf.
erf. Conc. Dr. P. 100'
5C.Y.
15C.Y.
N.E.
Inst. 36" Sew. P. -234'
Dr. Exc. 403 C.Y.
Under Pvm't. -46'
in AVE.
"O" LINE
Inst. 12" Sew. P. -144'
Dr. Exc. 62 C.Y.
12"
385
N.E.
21" Water Main
0
S.
R.
R.
8"
R/W.
4" Gas Main
8" Water Main
2
12" Gas Abandon
30" Gas Main
"N.E" O-3+20.93 P.S. =
"L" 381+42.02 P.O.T. (32.00' Rt.)
Prot. Invert C.M.P. -75
"L" 383+28.89 P.C.
"NE" O-1+20.93 P.S.C.
"O"
35° 00' C.R.
TΔ 103°34'07"
Ts 213.02'
Ts1 278.59'
Lmc 225.91'
"O" O-0+61.92 P.C.
"NE" 0+39.09 P.C.S.
"O"
140' Sp.
S 24°30'
a 25.0
"O" 0+78.08 P.T.
"O" 0+86.90 P.S.
"NE"
200' Sp.
S 6°00'00"
a 3.0
"O" O-2+87.83 P.C.
6" Water Main
NE
6° C.R.
TΔ 21°36'05"
Ts 282.47'
"L"
0°30' C
TΔ 1°34'10"
Ts 156.95'
L 313.89'
"L" 381+60 Const. Type GB-1 Inlet
Inst. 8" Abestos Prot.
Inst. 6" Perf. Conc. Dr. P. -50'
Dr. Exc. 25 C.Y.
Sp. Bkfill 7 C.Y.
"L" 382+07 Const. M.H
Const. Type GB-1 Inlet
Inst. 8" Sew. P. -114'
Dr. Exc. 32 C.Y.
"O" O-0+60 Const. M.H.
Const. Type GB-1 Inlet
Inst. 8" Sew. P. -27'
Dr. Exc. 8 C.Y.



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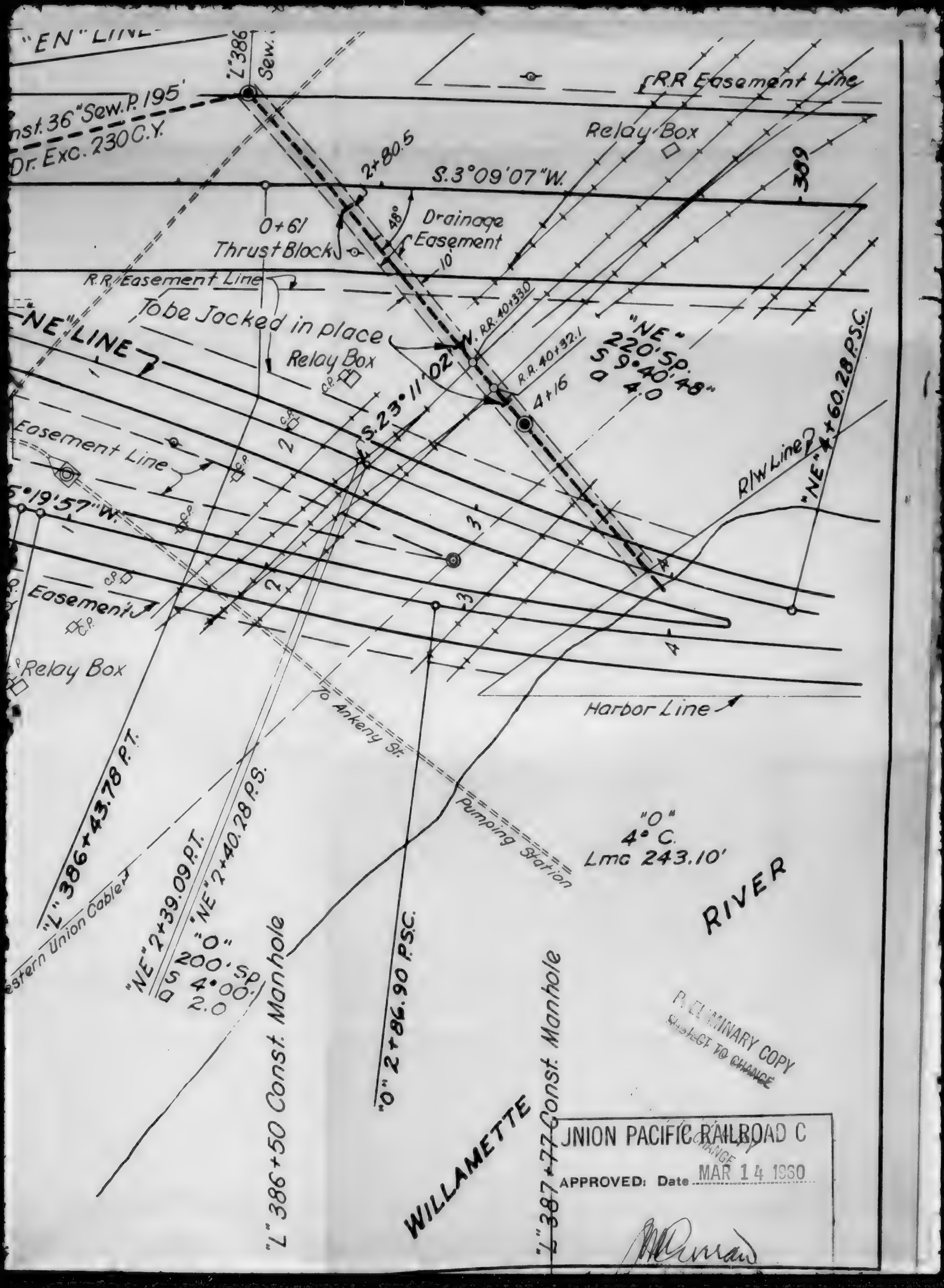
UNION PACIFIC RAILROAD C
APPROVED: Date MAR 14 1960



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UNION PACIFIC RAILROAD C
APPROVED: Date MAR 14 1960

FINAL SURVEY
NOTE BOOK
NO.
SURVEYED
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AREAS CHECKED
BY
DATE

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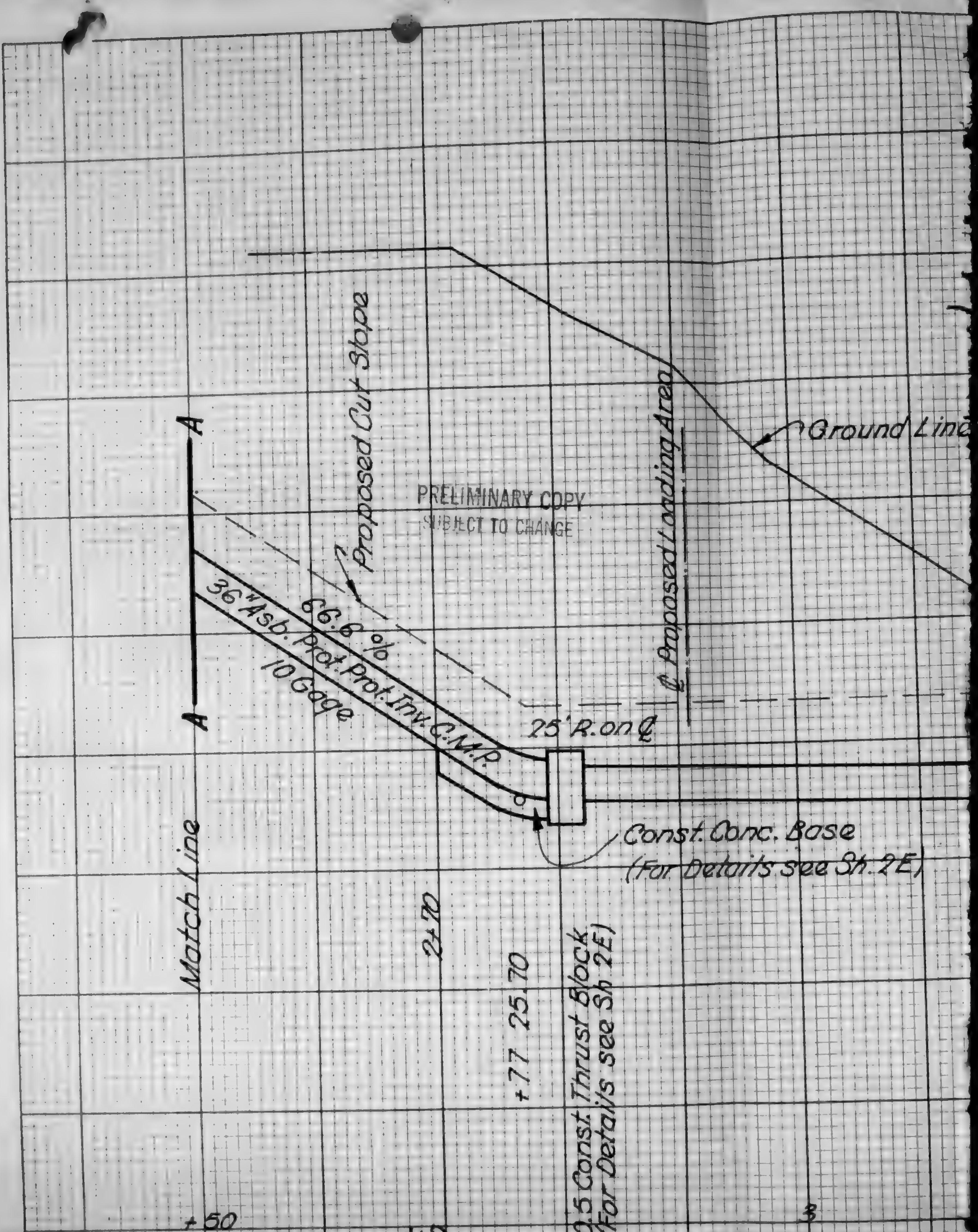
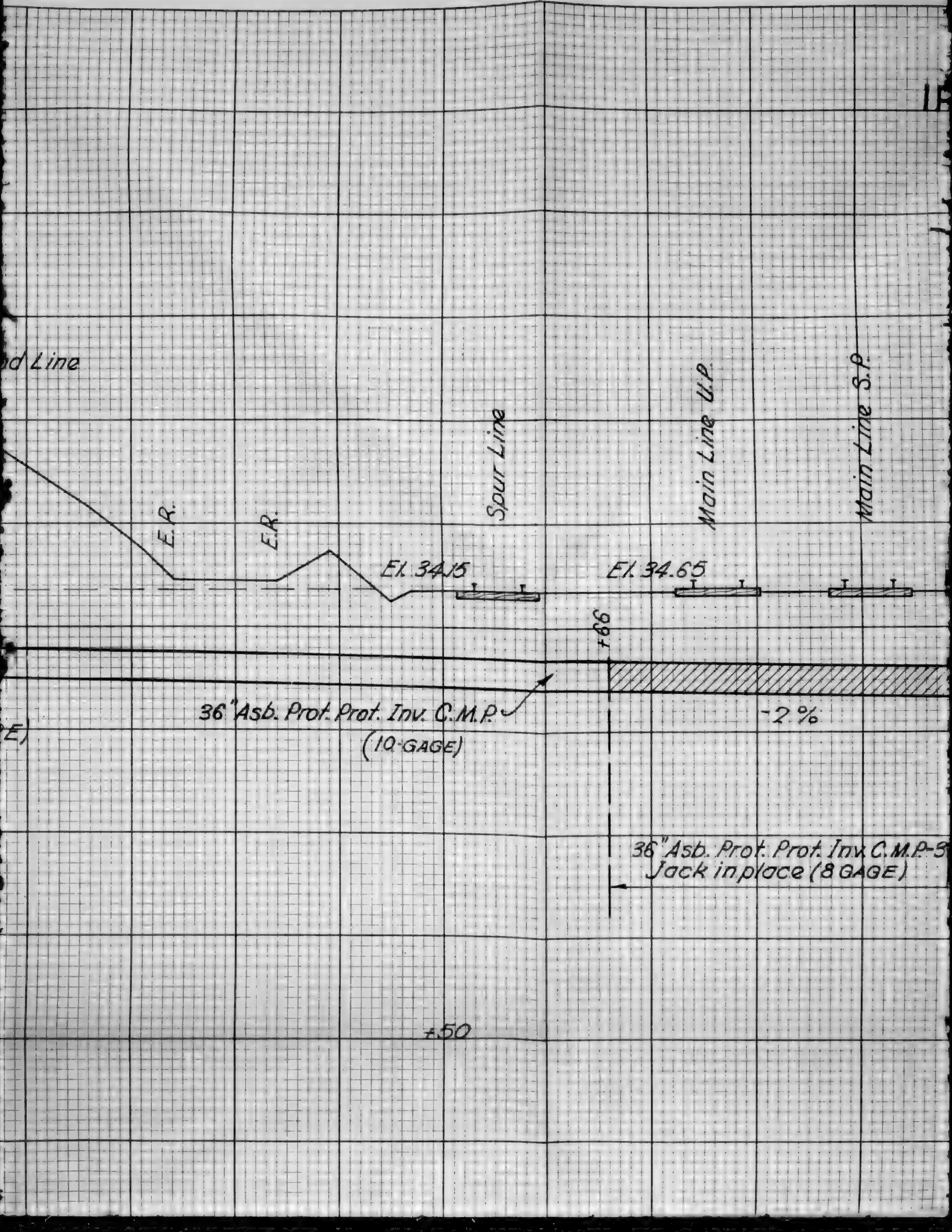
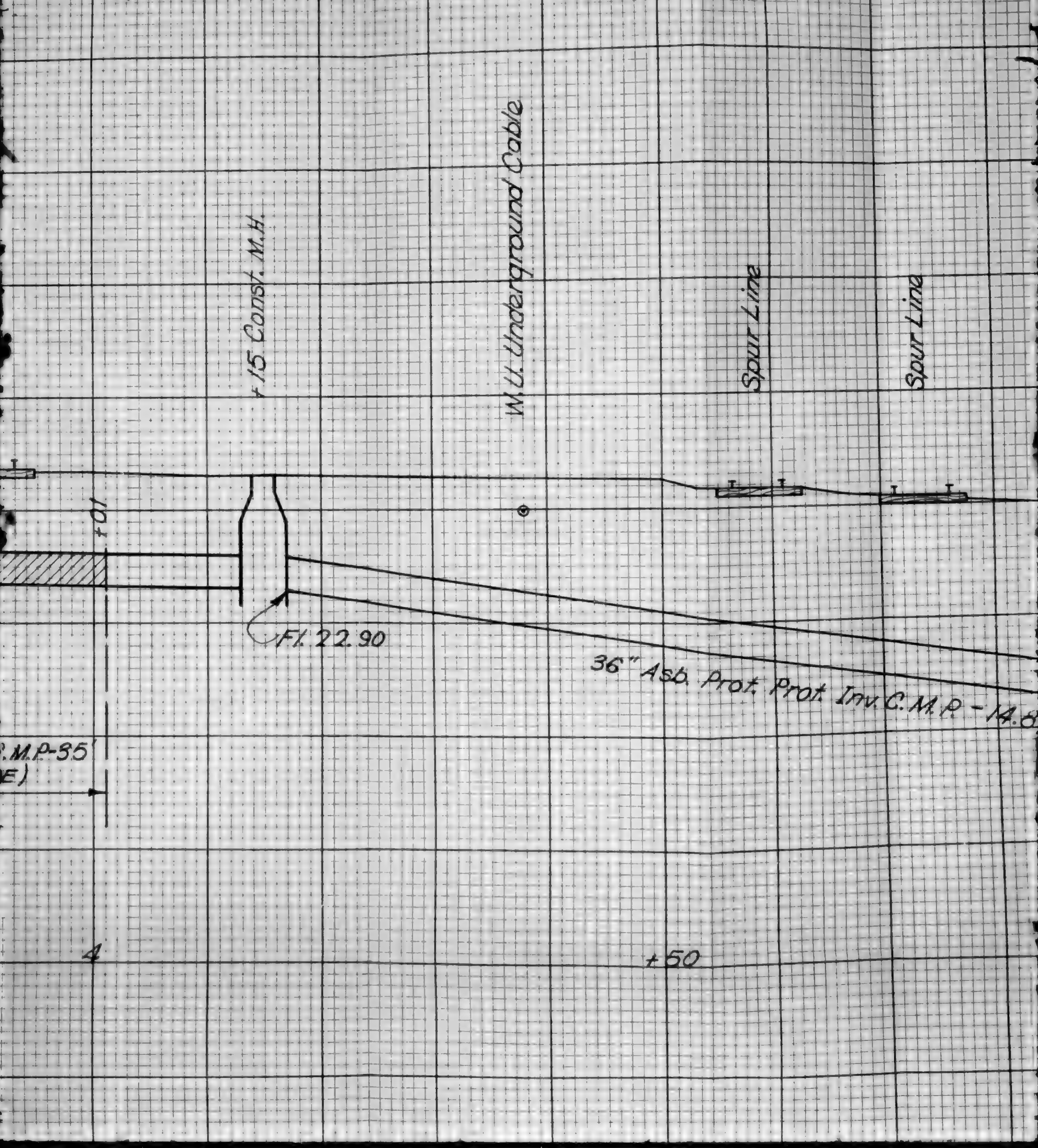



ad Line
E.R.
E.R.
Spur Line
Main Line U.P.
Main Line S.P.
El. 34.15
El. 34.65
+66
36" Asb. Prot. Prot. Inv. C.M.P.
(10-GAGE)
E)
-2 %
36" Asb. Prot. Prot. Inv. C.M.P-3
Jack in place (8 GAGE)
+50

IRVING ST. OUTFALL SEWER

(For Plan See Sheet 5-A)



N. PAGE ST.- S.E. MAIN ST. UNIT EAST BANK FREEWAY SECTION PACIFIC HIGHWAY MULTNOMAH COUNTY				SHEET No. 5-F
FED. ROAD Div. No.	STATE	PROJECT NUMBER	FISCAL YEAR	TOTAL SHEETS
8	OREGON			See index

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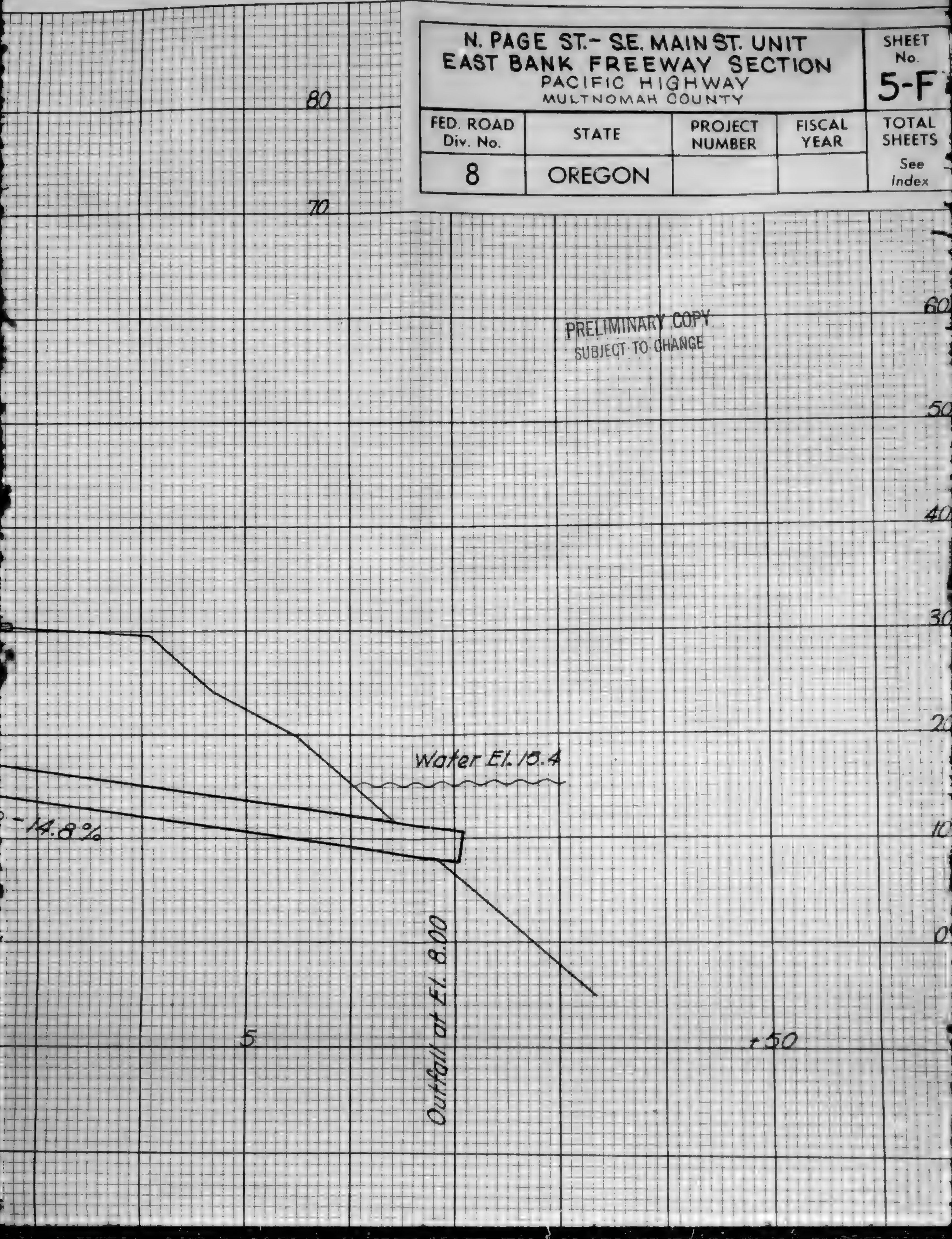

N. PAGE ST.- S.E. MAIN ST. UNIT
EAST BANK FREEWAY SECTION
PACIFIC HIGHWAY
MULTNOMAH COUNTY

SHEET No. 5-F

FED. ROAD Div. No.	STATE	PROJECT NUMBER	FISCAL YEAR	TOTAL SHEETS
8	OREGON			See Index

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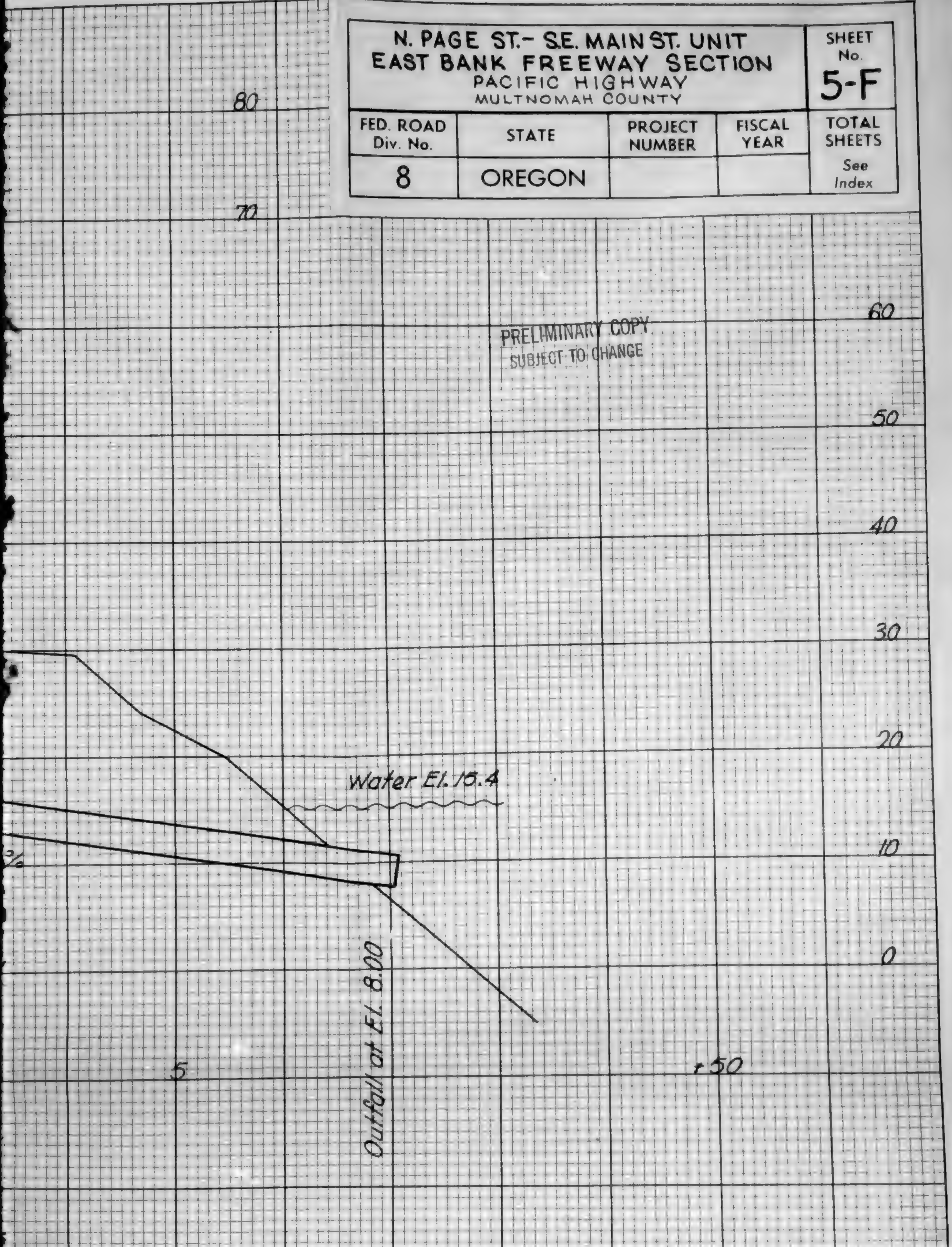

ORIGINAL SURVEY
NOTE BOOK
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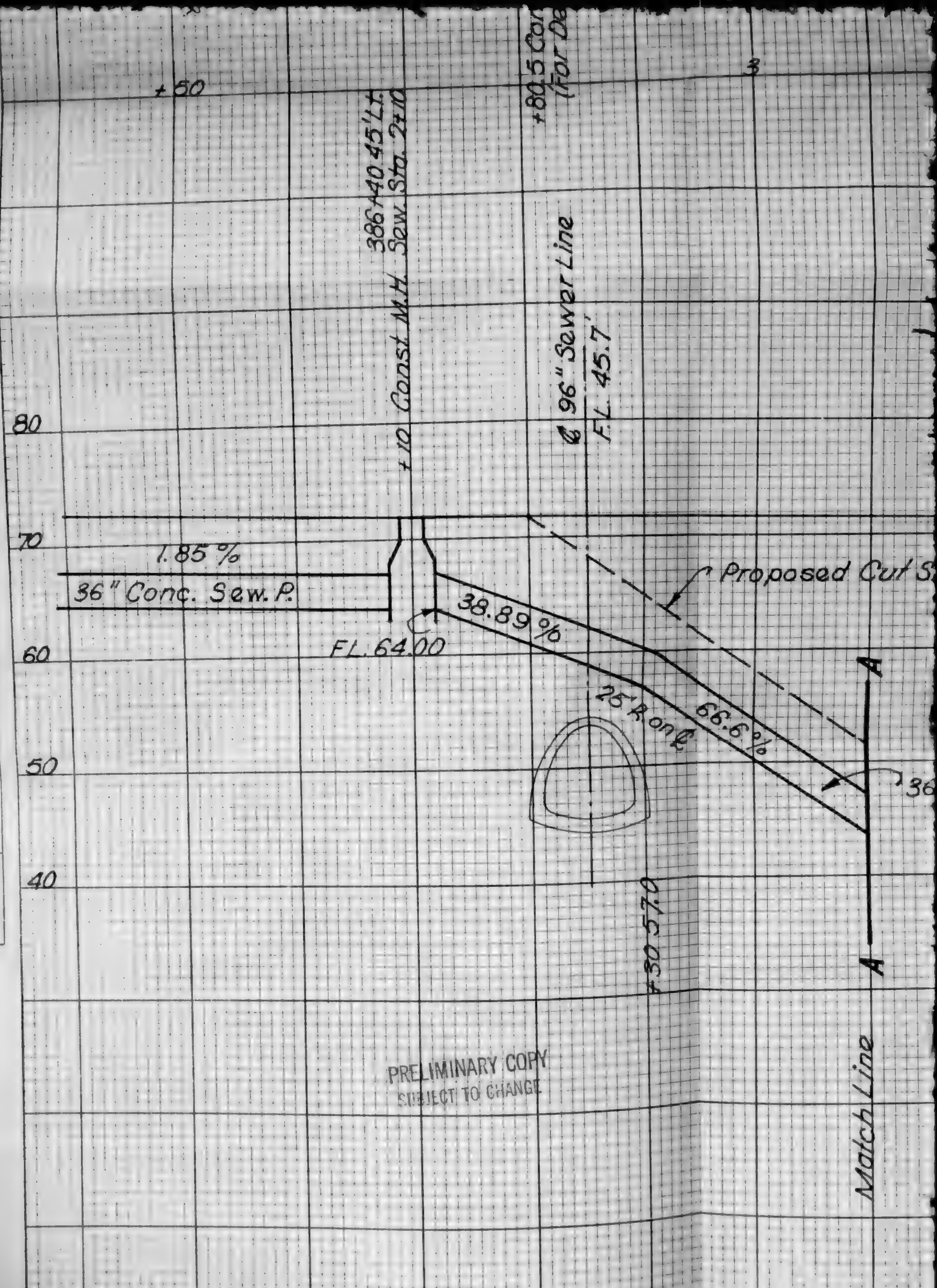
AREAS
AREAS CHECKED



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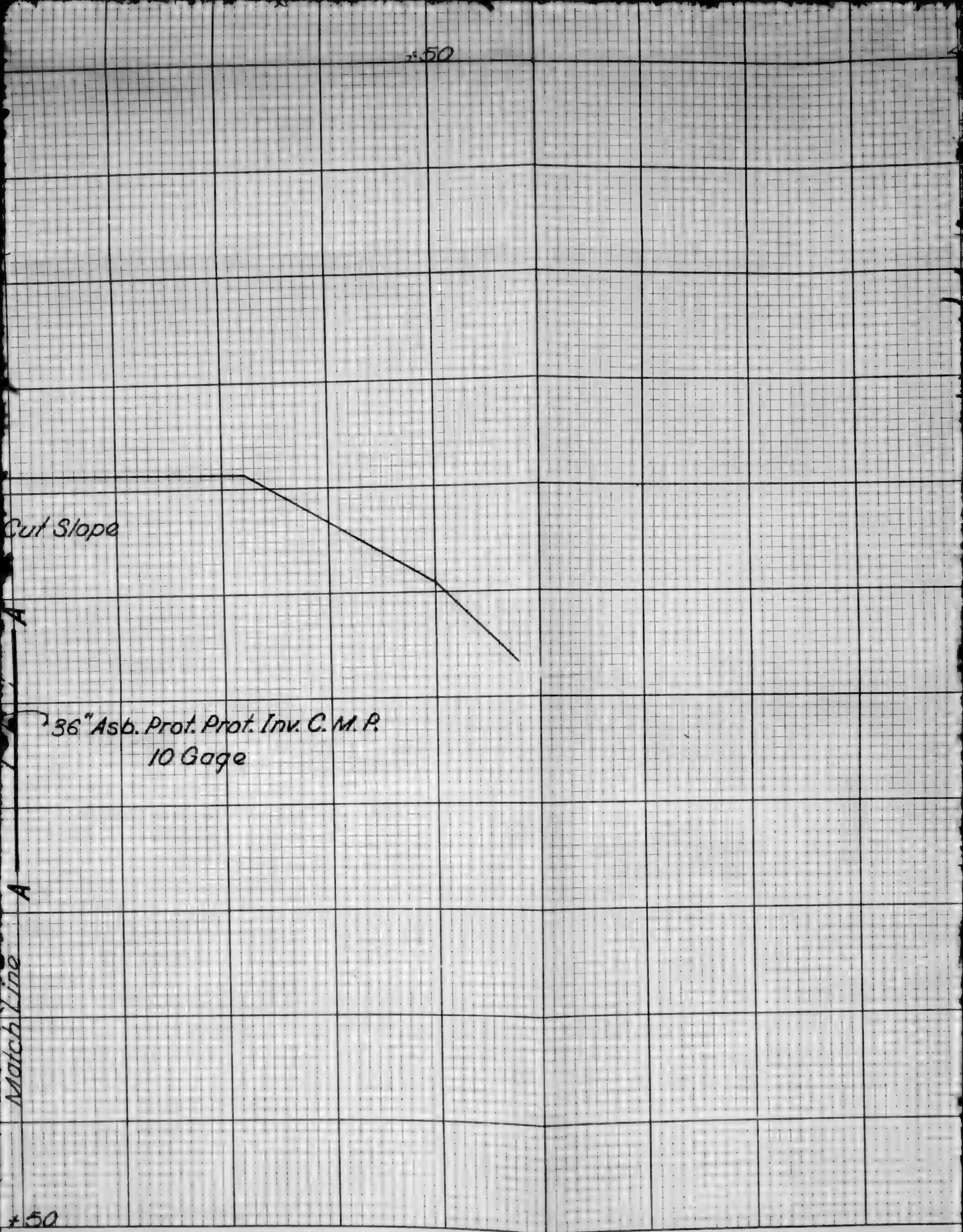
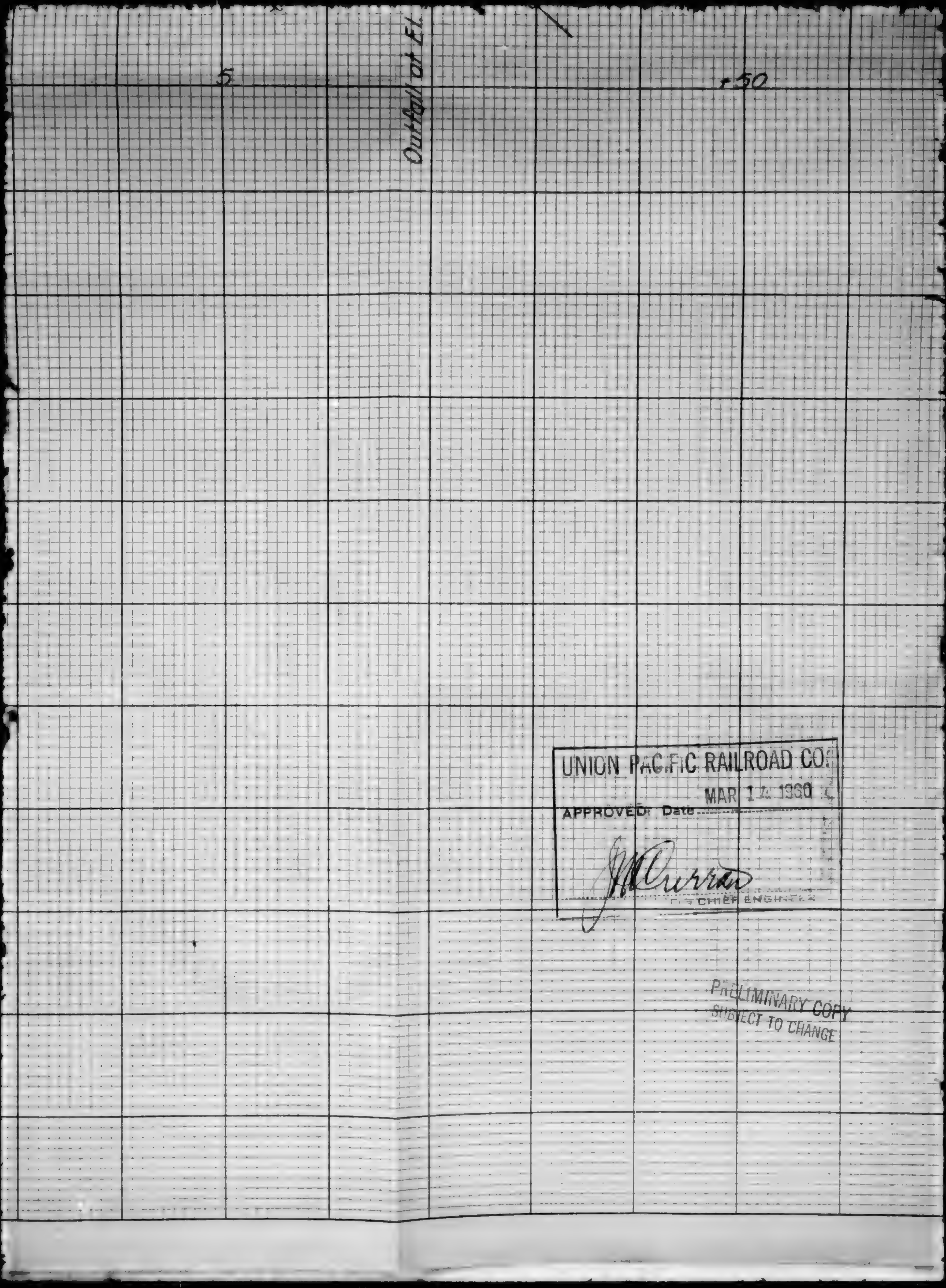

+50
Cut Slope
A
36" Asb. Prot. Prot. Inv. C.M.P.
10 Gage
A
Match Line
+50

4 +50



UNION PACIFIC RAILROAD CO.
MAR 14 1960
APPROVED: Date
J.H. Curran
CHIEF ENGINEER

PRELIMINARY COPY
SUBJECT TO CHANGE

RECEIVED
FEB 15 1960
FOR FILING

Const
Proj
Main

Portland

East Bank Freeway

February 15, 1960

Mr. Ralph Baysinger
Union Pacific Railroad
2525 N. Larrabee Street
Portland 12, Oregon

Dear Sir:

Herewith prints of the federal-aid sheets showing the plan and profile of the Irving Street sewer outfall under the railroad. This is on the Page Street-Main Street Section of the East Bank Freeway.

I am sending these at the request of Mr. Lloyd Shaw, Metropolitan Engineer.

Very truly yours,

W. C. Williams
State Highway Engineer

Enclosures

cc to: Mr. Forrest Cooper
Mr. Tom Edwards

DNS:jp ae

FORM E-30 50M 6-58 13046

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon
February 3, 1960

SUBJECT: Irving Street Sewer Outfall under Railroad Tracks
Page Street-Main Street Section
East Bank Freeway
Prefix: 26-1468

To: Mr. Tom Edwards
Construction Engineer
State Highway Department
Salem, Oregon

Attention: D. J. Barbee

This office has been discussing with Mr. Baysinger of the Union Pacific Railroad, the method of taking the Irving Street outfall sewer under the Union Pacific tracks. He wants a firm plan and not one that is left to the discretion of the contractor with the approval of the railroad engineer.

The department should submit the Federal Aid sheets on the above crossing to the railroad company as soon as the plans are firm, so that any revisions requested by the railroad company can be incorporated in the final plans before they are submitted to the contractor. Federal Aid Sheets 5 and 5F show the plan and profile of the sewer respectively.

According to Mr. Baysinger, it would be satisfactory to submit the above in advance of the plans showing the structure crossing over their tracks.

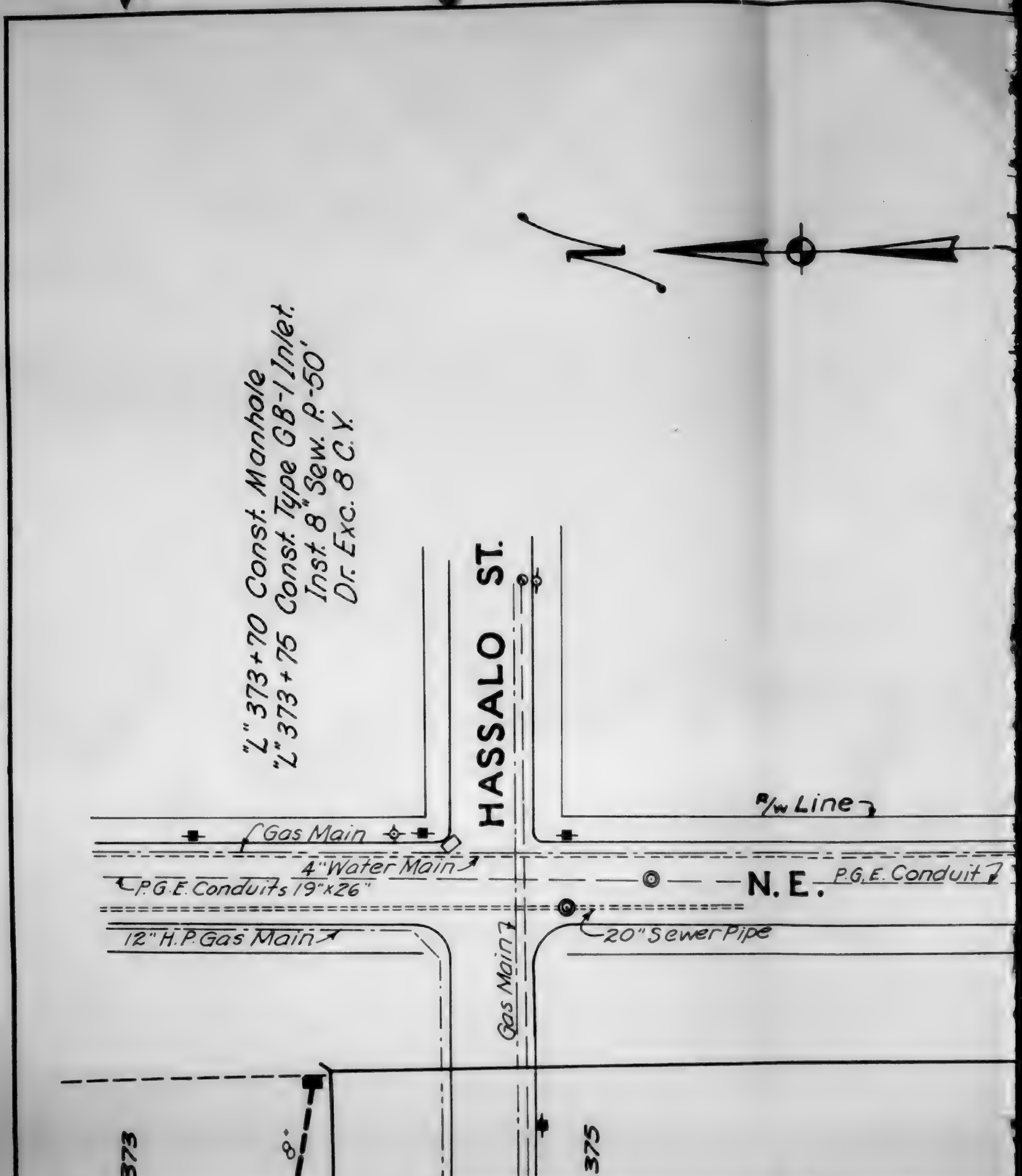
Please follow through and see that the necessary plans have been sent to Mr. Baysinger.

Lloyd P. Shaw
Lloyd P. Shaw
Metropolitan Engineer

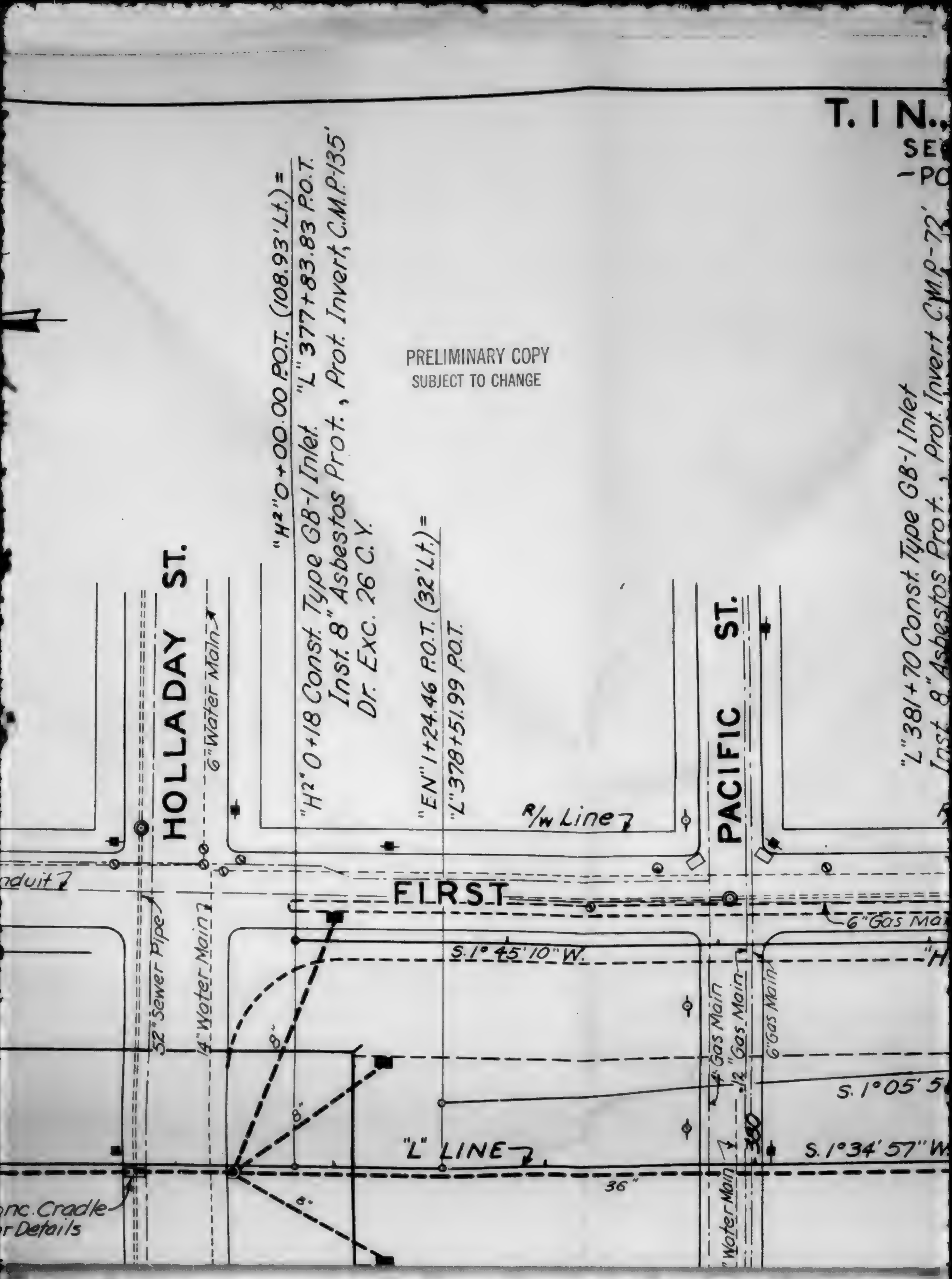
DES/hg
~~Encl.~~

Barbee
15
Const.

CONSTRUCTION DIVISION
RECEIVED
FEB 4 1960
NOTED ☐ ☐ ☐ ☐ ☐
CE ACE ACE COE



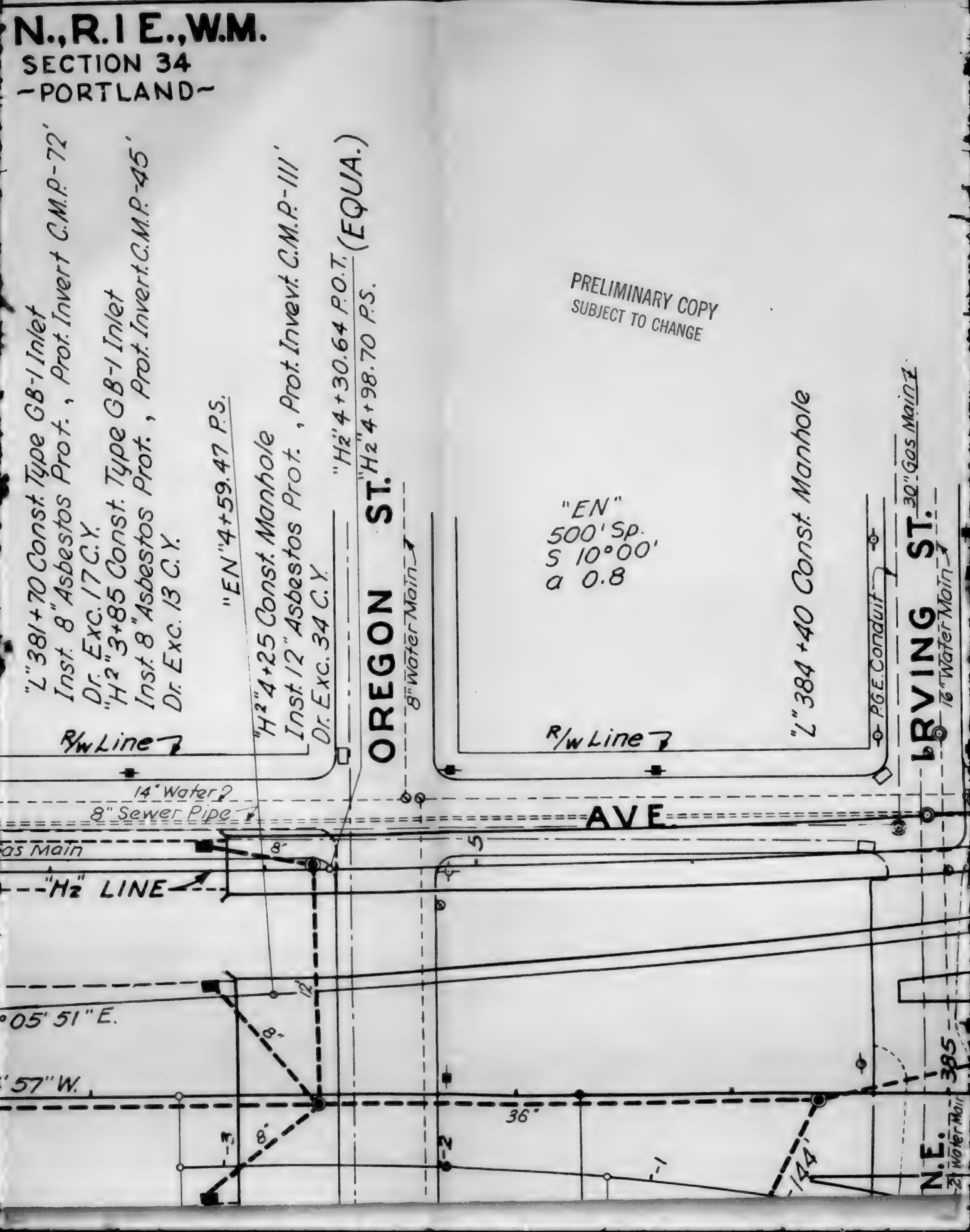
"L" 373+70 Const. Manhole
"L" 373+75 Const. Type GB-1 Inlet.
Inst. 8" Sew. P.-50'
Dr. Exc. 8 C.Y.
N
HASSALO ST.
R/W Line
Gas Main
4" Water Main
P.G.E. Conduits 19"x26"
N.E.
P.G.E. Conduit
12" H.P. Gas Main
20" Sewer Pipe
Gas Main
373
375
8"
8"
36"
36"
Const. Reinf. Conc. Cra
See Sheet 2-C For Details



PRELIMINARY COPY
SUBJECT TO CHANGE

N., R.1 E., W.M.
SECTION 34
-PORTLAND-

PRELIMINARY COPY
SUBJECT TO CHANGE

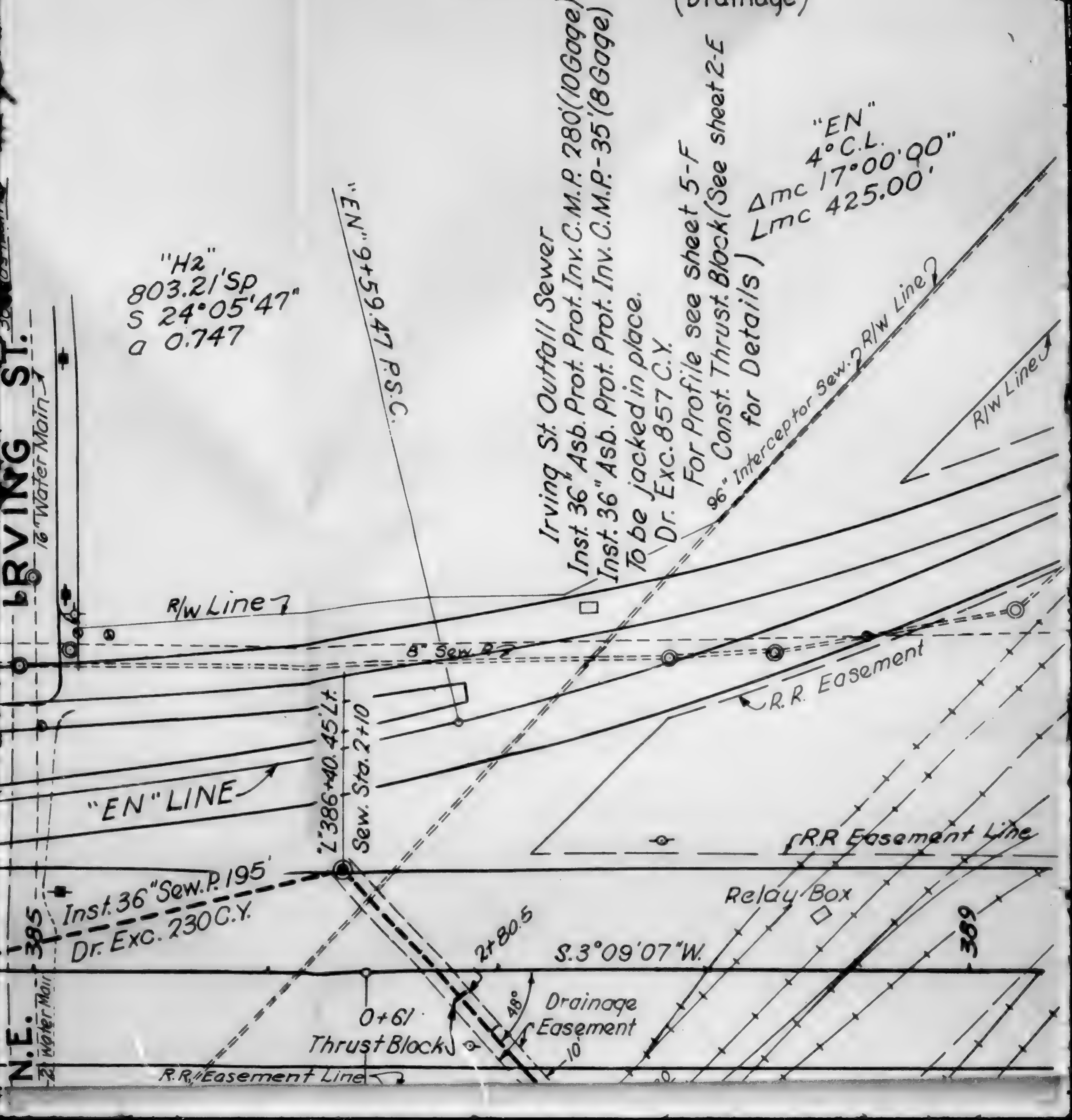


N. PAGE ST.- S.E. MAIN ST. UNIT
EAST BANK FREEWAY SECTION
PACIFIC HIGHWAY
MULTNOMAH COUNTY

SHEET No. 5-A

FED. ROAD Div. No.	STATE	PROJECT NUMBER	FISCAL YEAR	TOTAL SHEETS
8	OREGON			See Index

(Drainage)

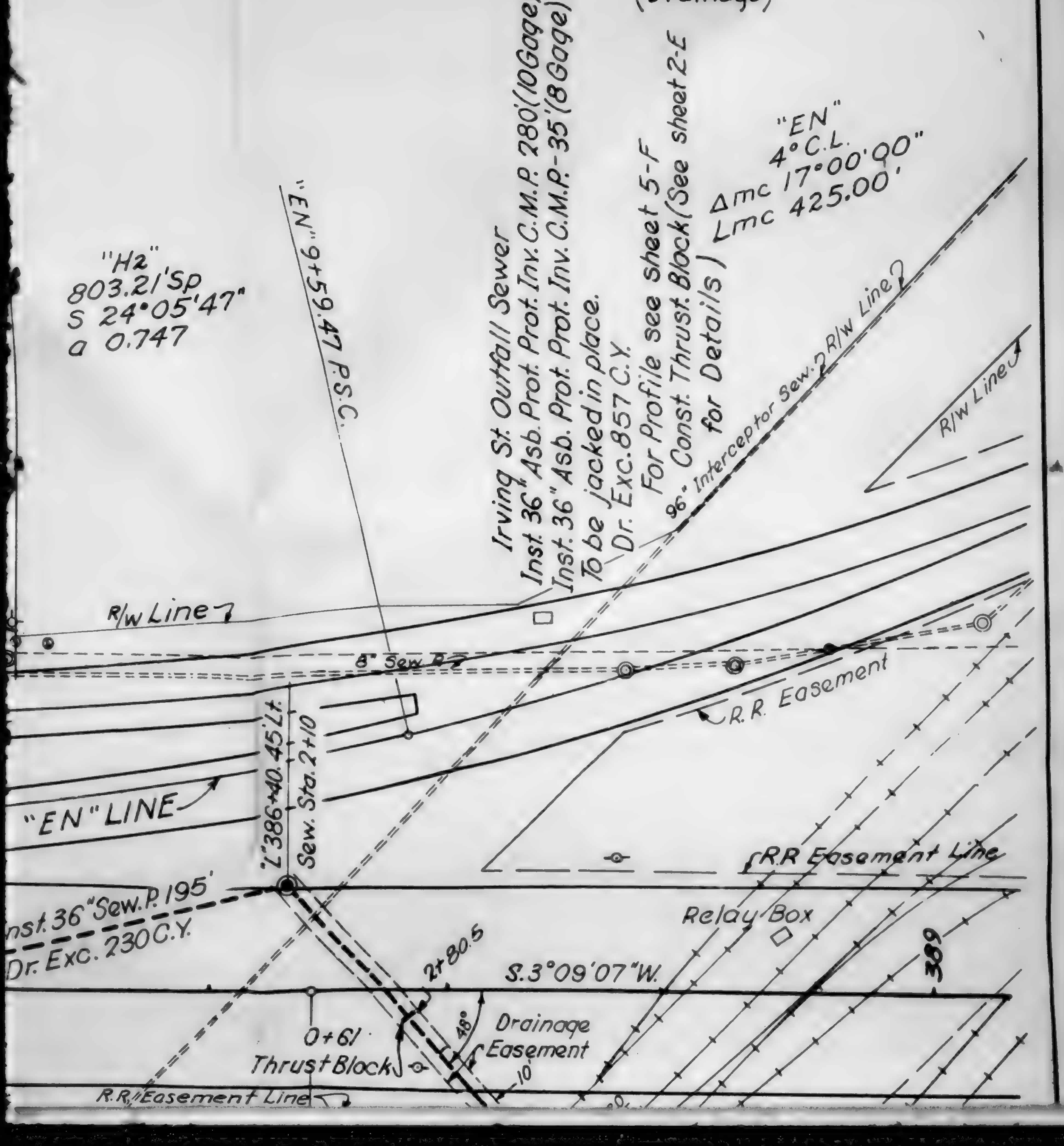


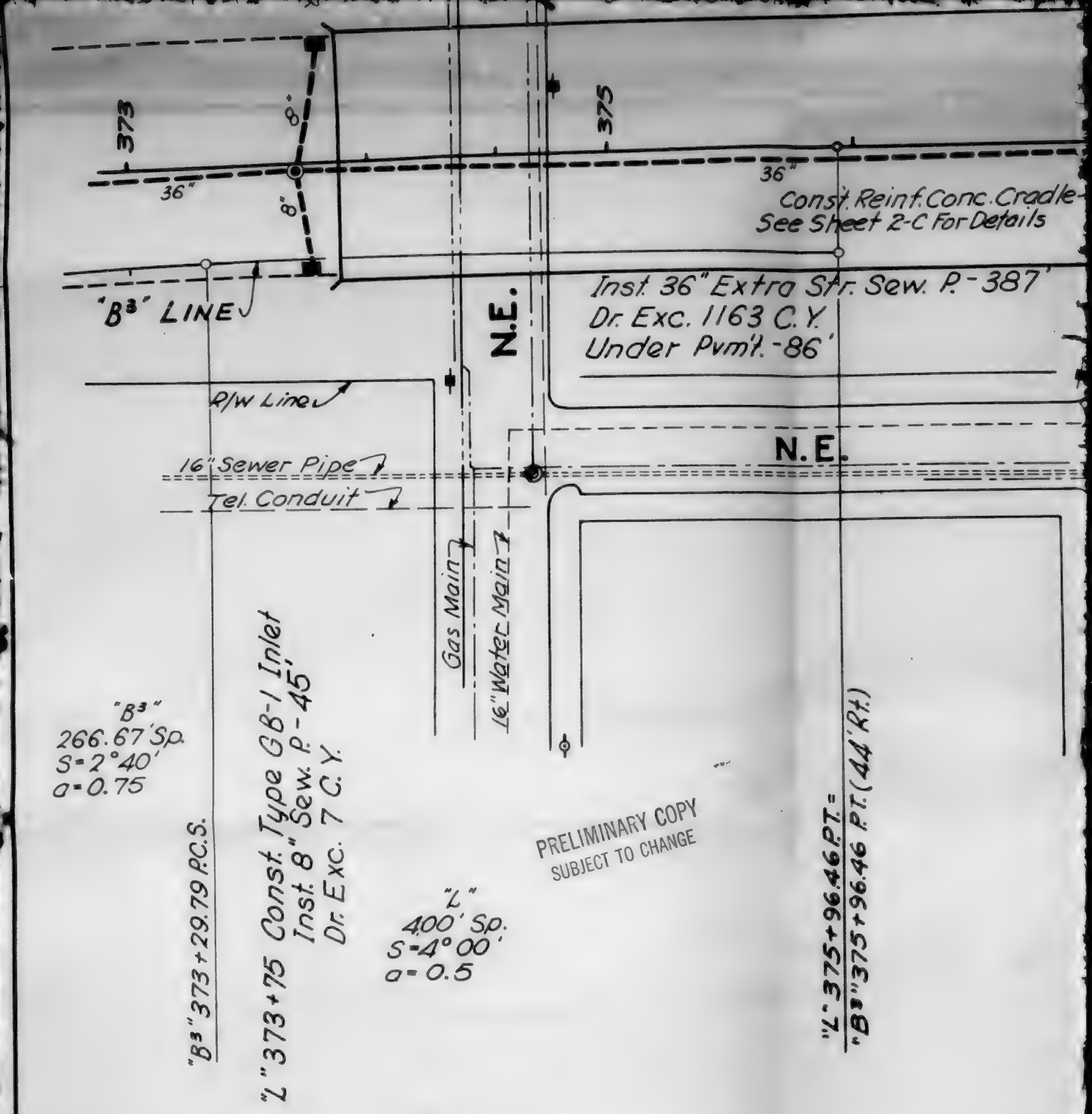
N. PAGE ST.– S.E. MAIN ST. UNIT
EAST BANK FREEWAY SECTION
PACIFIC HIGHWAY
MULTNOMAH COUNTY

SHEET No. 5-A

FED. ROAD Div. No.	STATE	PROJECT NUMBER	FISCAL YEAR	TOTAL SHEETS
8	OREGON			See Index

(Drainage)

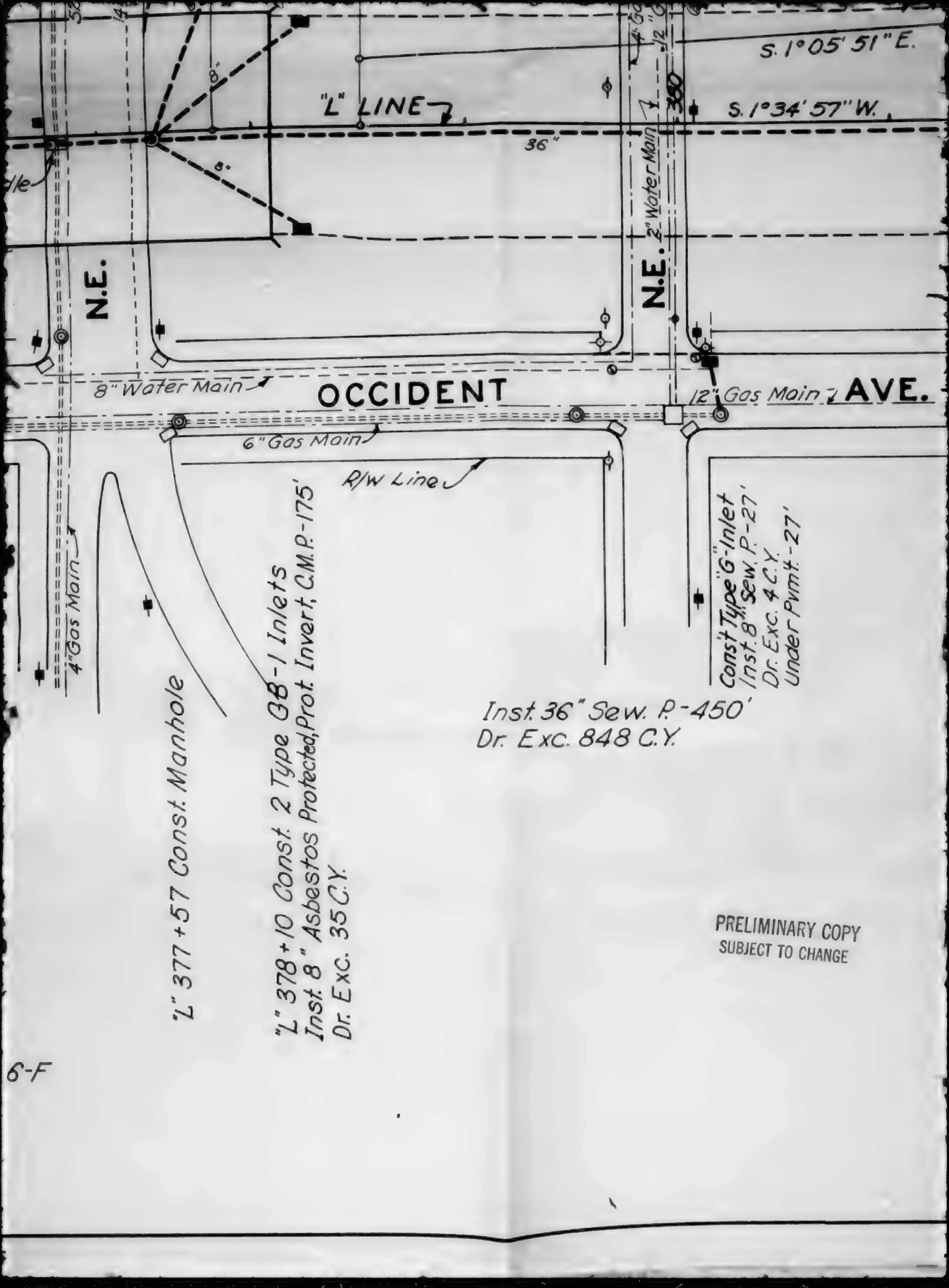




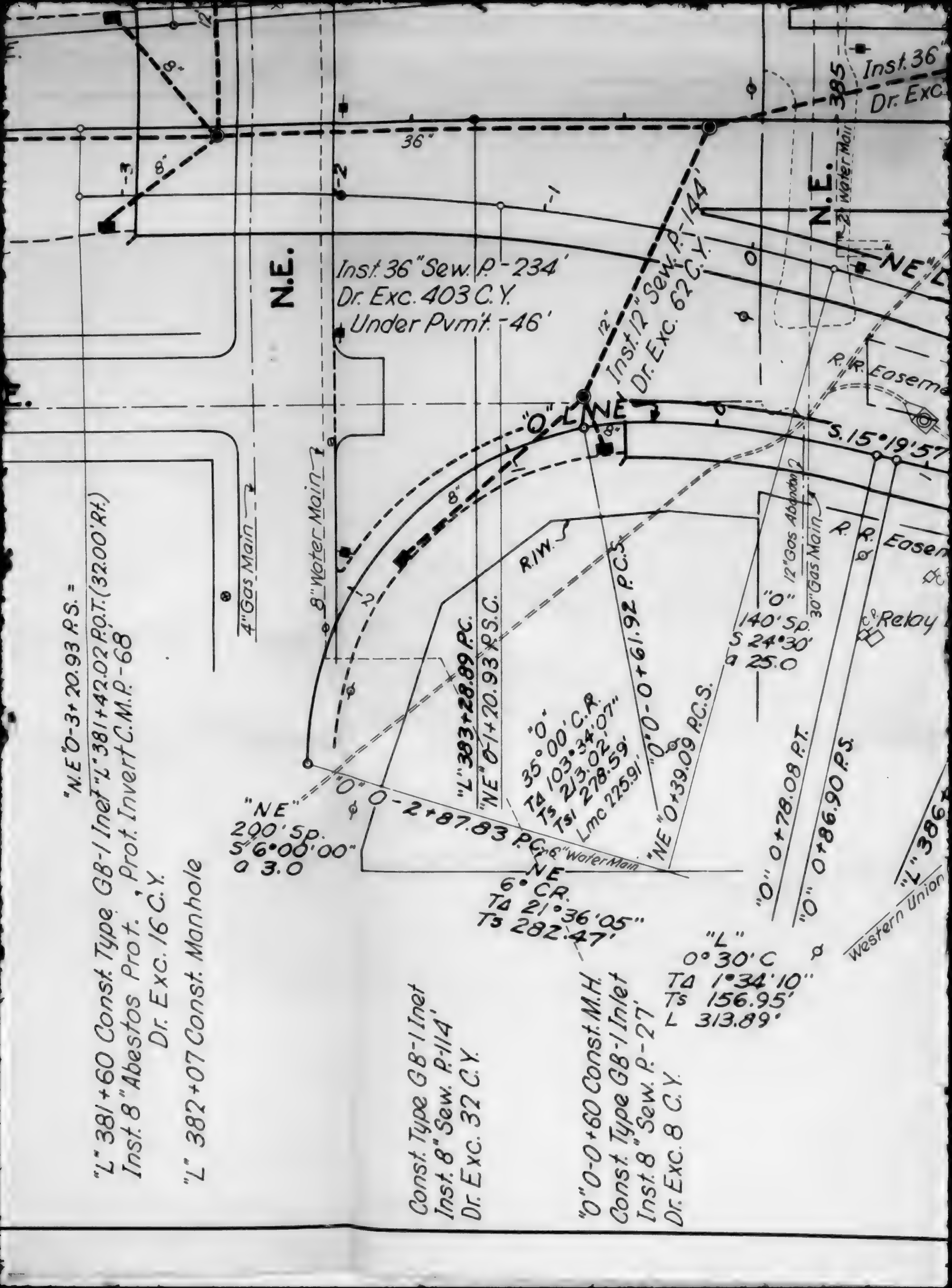
PRELIMINARY COPY
SUBJECT TO CHANGE

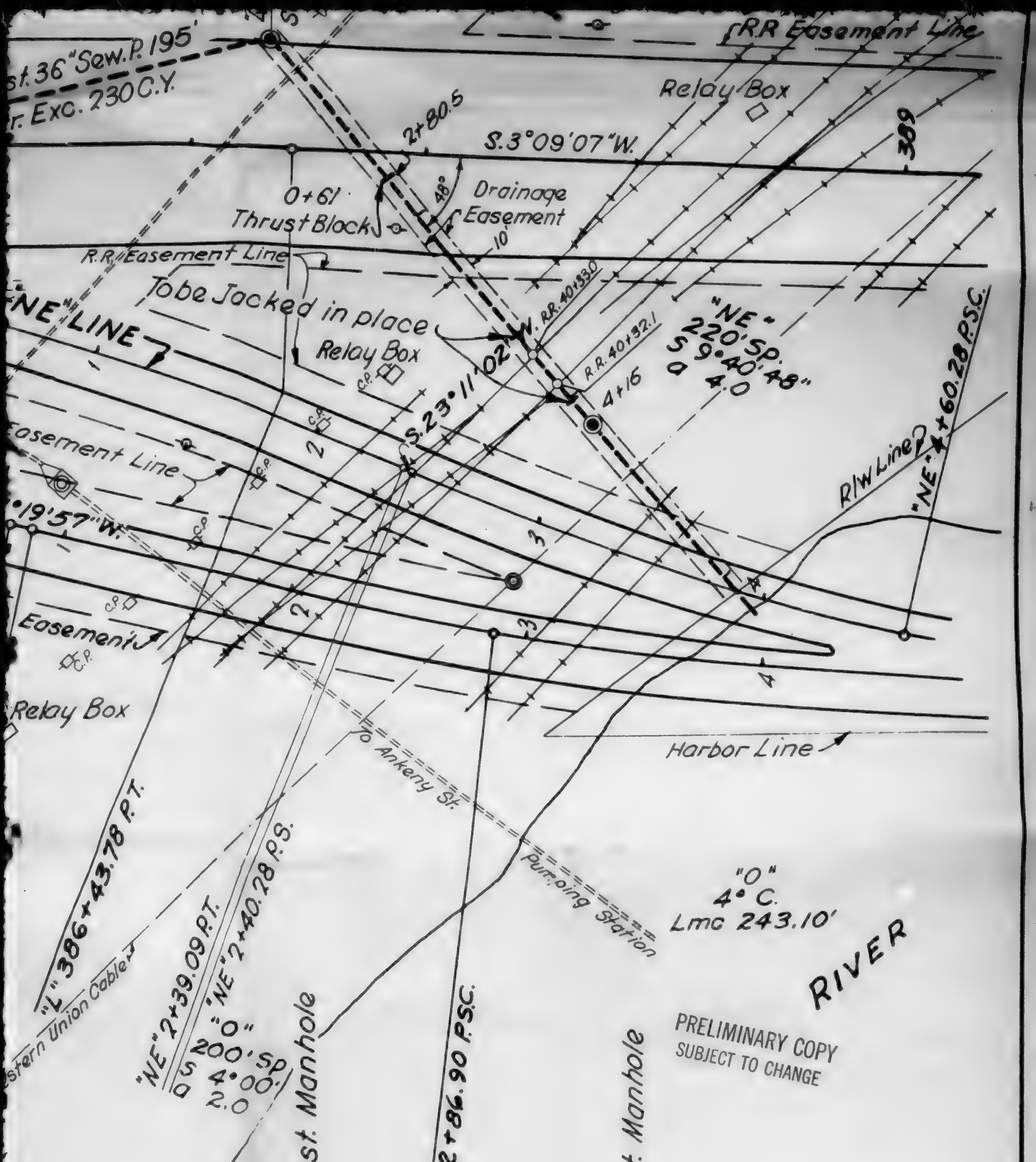
Note:

For Plan, See Sheet-5
For Removal, see sheet 5-B
For Profiles, see sheet 5-C, 5-D, 5-E, 6-D, 6-F



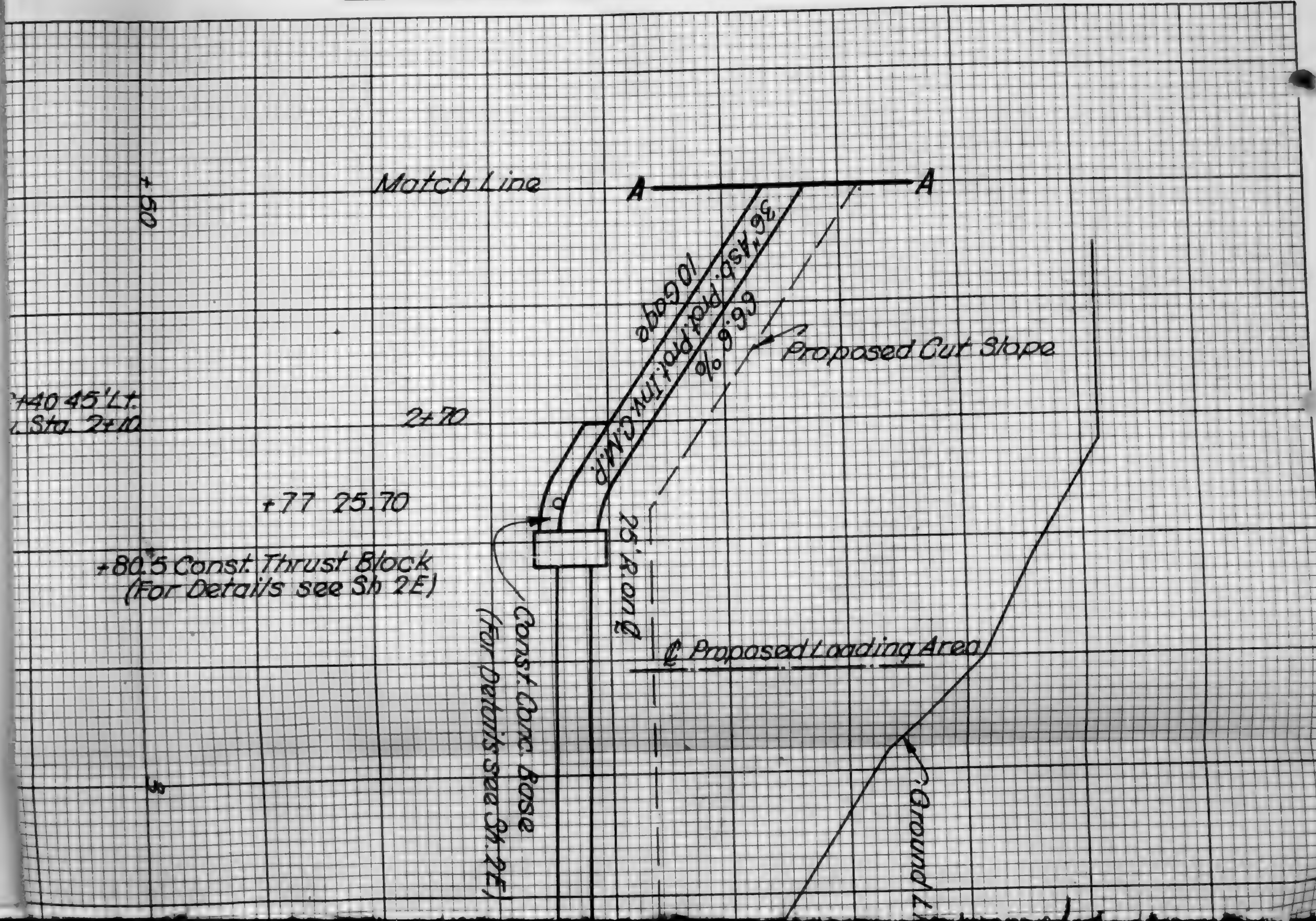
PRELIMINARY COPY
SUBJECT TO CHANGE


N.E.
N.E.
Inst. 36"
Dr. Exc.
385
36"
8"
8"
12"
-3
-2
-1
"NE"
Inst. 36" Sew. P. -234'
Dr. Exc. 403 C.Y.
Under Pvm't. -46'
Inst. 12" Sew. P. -144'
Dr. Exc. 62 C.Y.
12"
"O" LINE
8"
S. 15°19'57
R. R. Easeme
R. R. Easem
Relay
R.IW.
8" Water Main
4" Gas Main
12" Gas Abandon
30" Gas Main
8"
"N.E" O-3+20.93 P.S. =
"L" 381+42.02 P.O.T. (32.00' Rt.)
"L" 383+28.89 P.C.
"NE" O-1+20.93 P.S.C.
"O" O-O+61.92 P.C.
"O" O+39.09 P.C.S.
"NE" O+39.09 P.C.S.
"O"
35° 00' C.R.
TΔ 103°34'07"
Ts 213.02'
Tsl 278.59'
Lmc 225.91'
"O"
140' Sp.
S 24°30'
a 25.0
"NE"
200' Sp.
S 6°00'00"
a 3.0
"O" O-2+87.83 P.C.
6" Water Main
NE
6° CR.
TΔ 21°36'05"
Ts 282.47'
"O" O+78.08 P.T.
"O" O+86.90 P.S.
"L" 386+
Western Union
"L"
0° 30' C
TΔ 1°34'10"
Ts 156.95'
L 313.89'
"L" 381+60 Const. Type GB-1 Inet
Inst. 8" Abestos Prot., Prot. Invert C.M.P. -68
Dr. Exc. 16 C.Y.
"L" 382+07 Const. Manhole
Const. Type GB-1 Inet
Inst. 8" Sew. P.-114'
Dr. Exc. 32 C.Y.
"O" O-O+60 Const. M.H.
Const. Type GB-1 Inlet
Inst. 8" Sew. P.-27'
Dr. Exc. 8 C.Y.

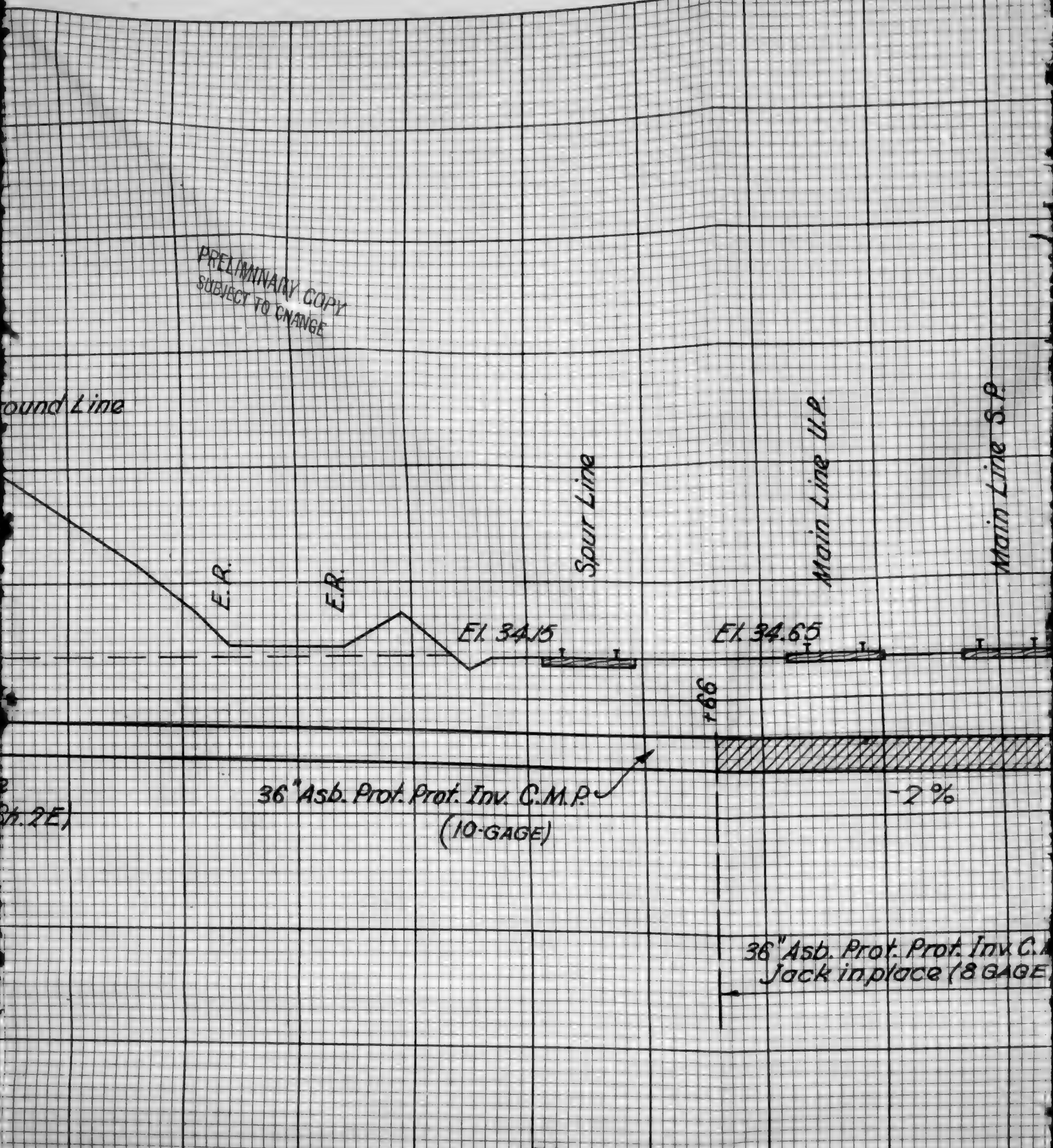


PRELIMINARY COPY
SUBJECT TO CHANGE

		BY	DATE
FINAL SURVEY	SURVEYED		
	PLOTTED		
NOTE BOOK	TEMPLATE		
	AREAS		
NO.	AREAS CHECKED		

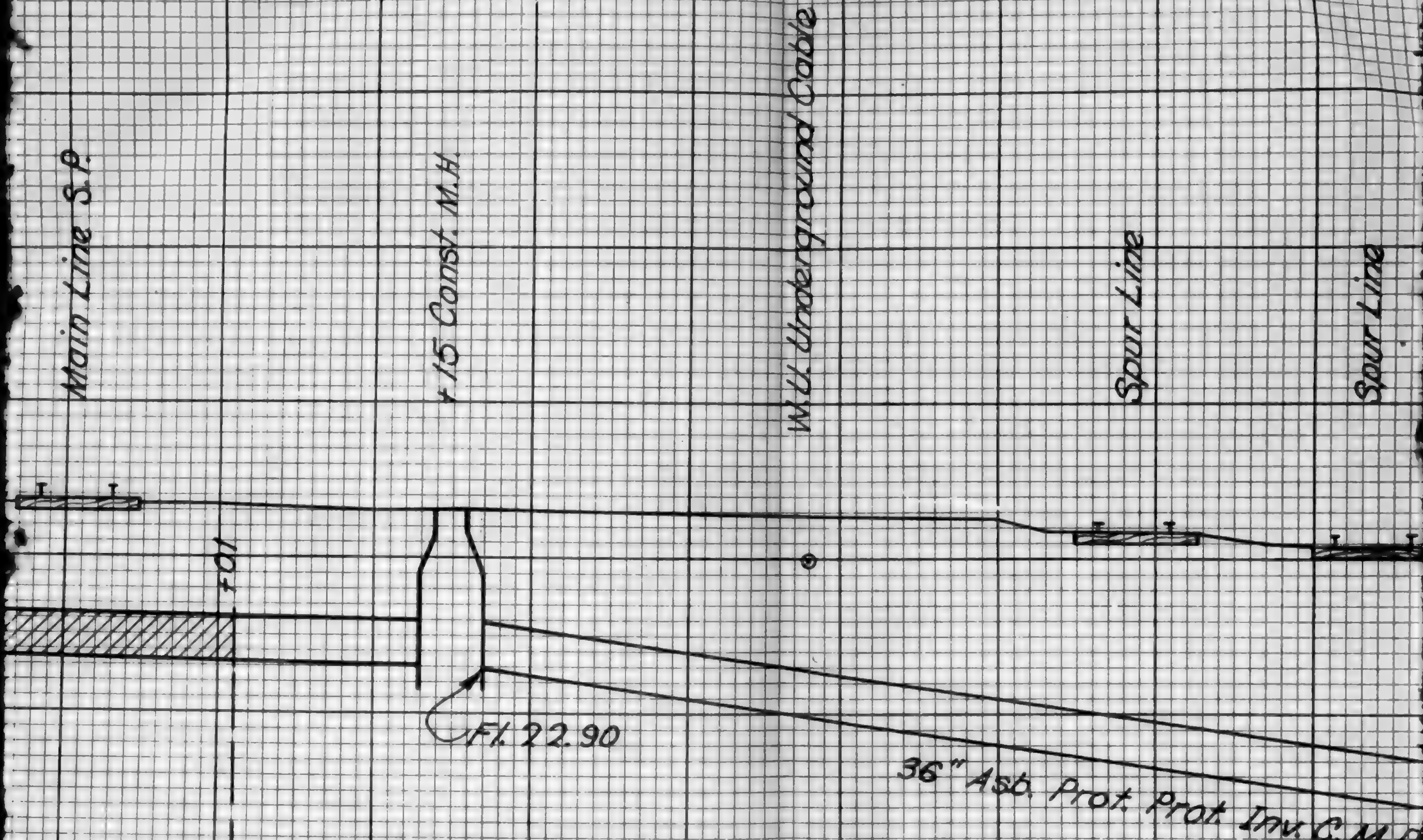


PRELIMINARY COPY
SUBJECT TO CHANGE



IRVING ST. OUTFALL SEWER

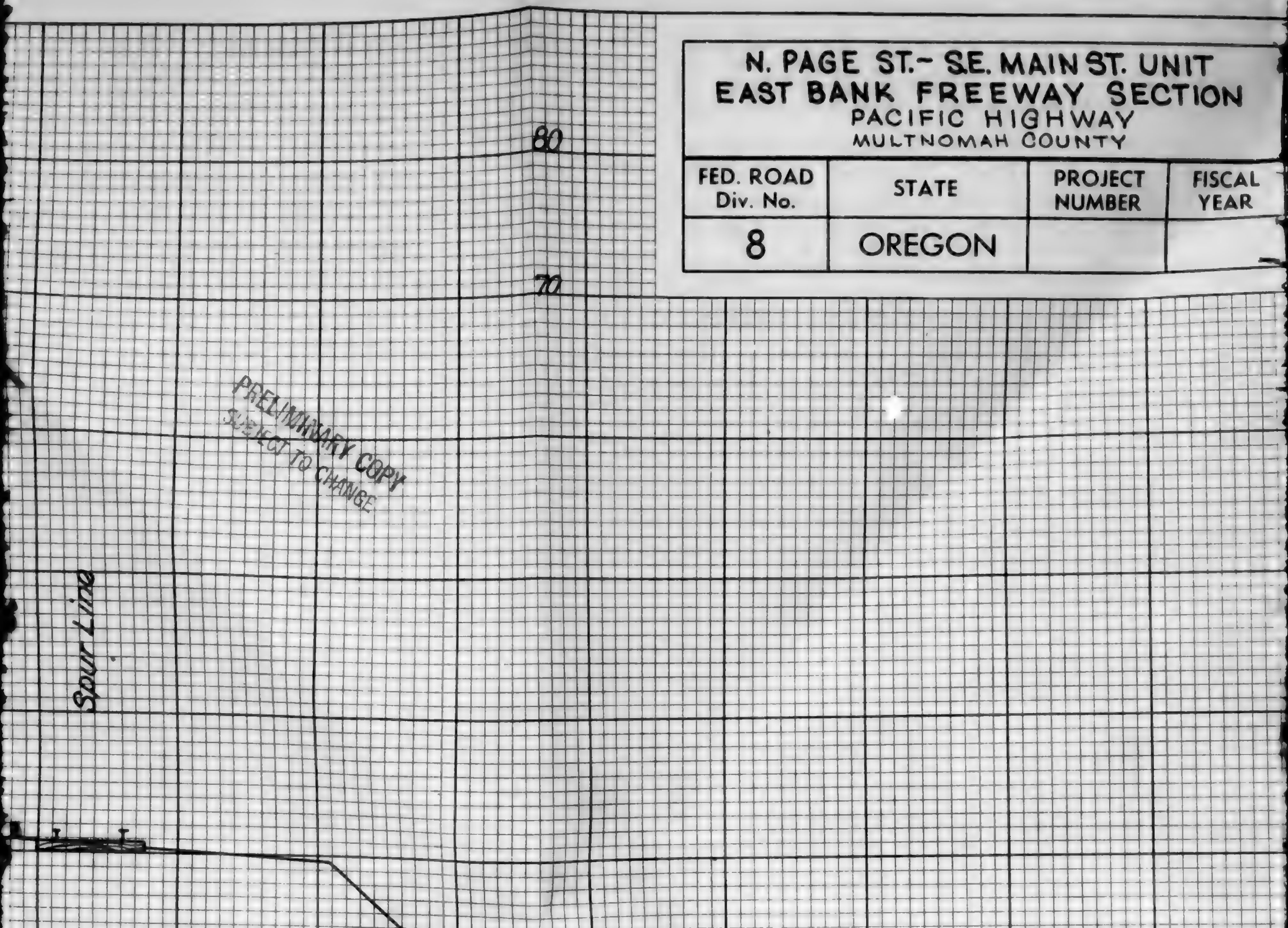
(For Plan See Sheet 5-A)



N. PAGE ST.- S.E. MAIN ST. UNIT
EAST BANK FREEWAY SECTION
PACIFIC HIGHWAY
MULTNOMAH COUNTY

FED. ROAD Div. No.	STATE	PROJECT NUMBER	FISCAL YEAR
8	OREGON		

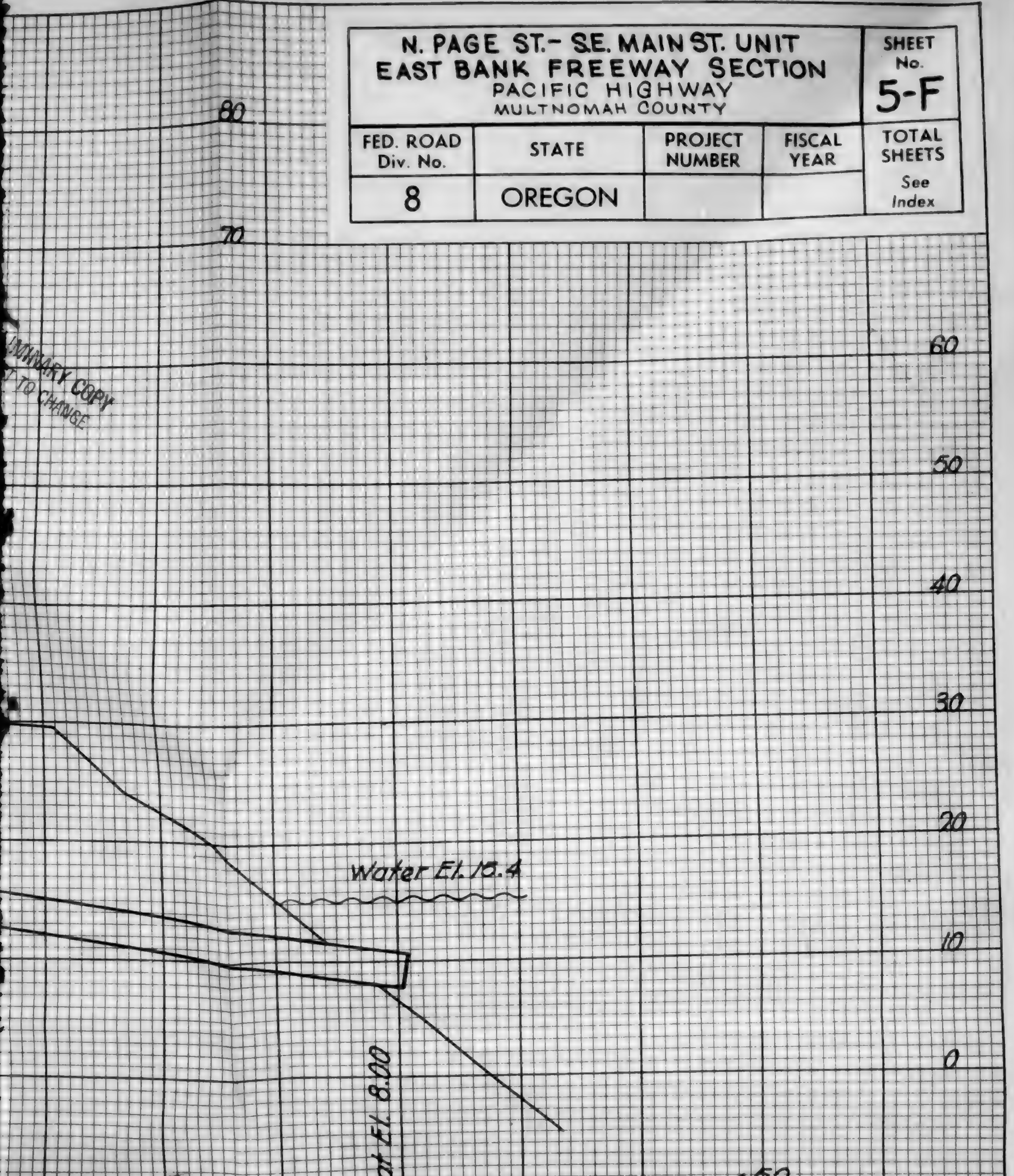
PRELIMINARY COPY
SUBJECT TO CHANGE



N. PAGE ST.- S.E. MAIN ST. UNIT
EAST BANK FREEWAY SECTION
PACIFIC HIGHWAY
MULTNOMAH COUNTY

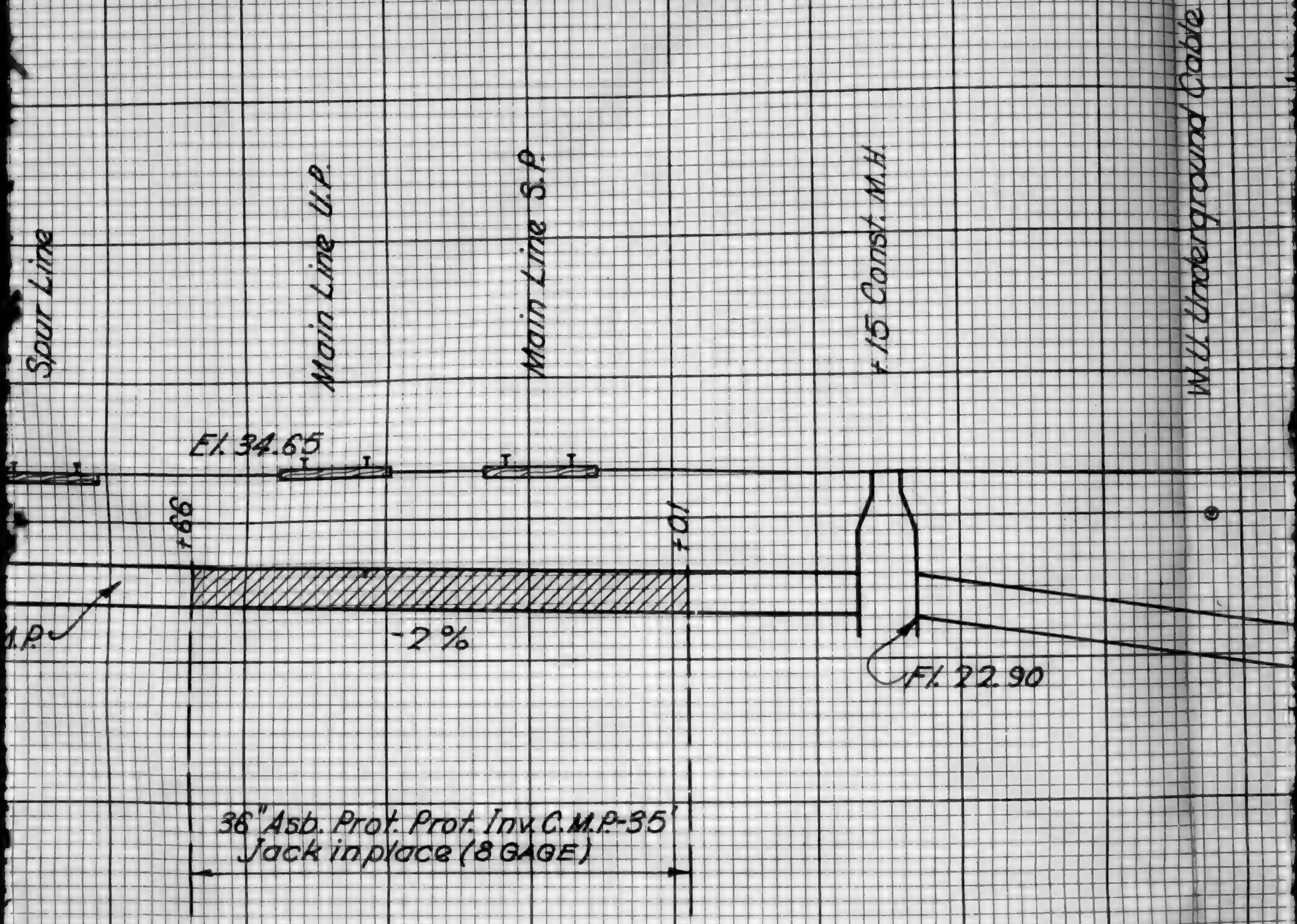
SHEET No. 5-F

FED. ROAD Div. No.	STATE	PROJECT NUMBER	FISCAL YEAR	TOTAL SHEETS
8	OREGON			See Index

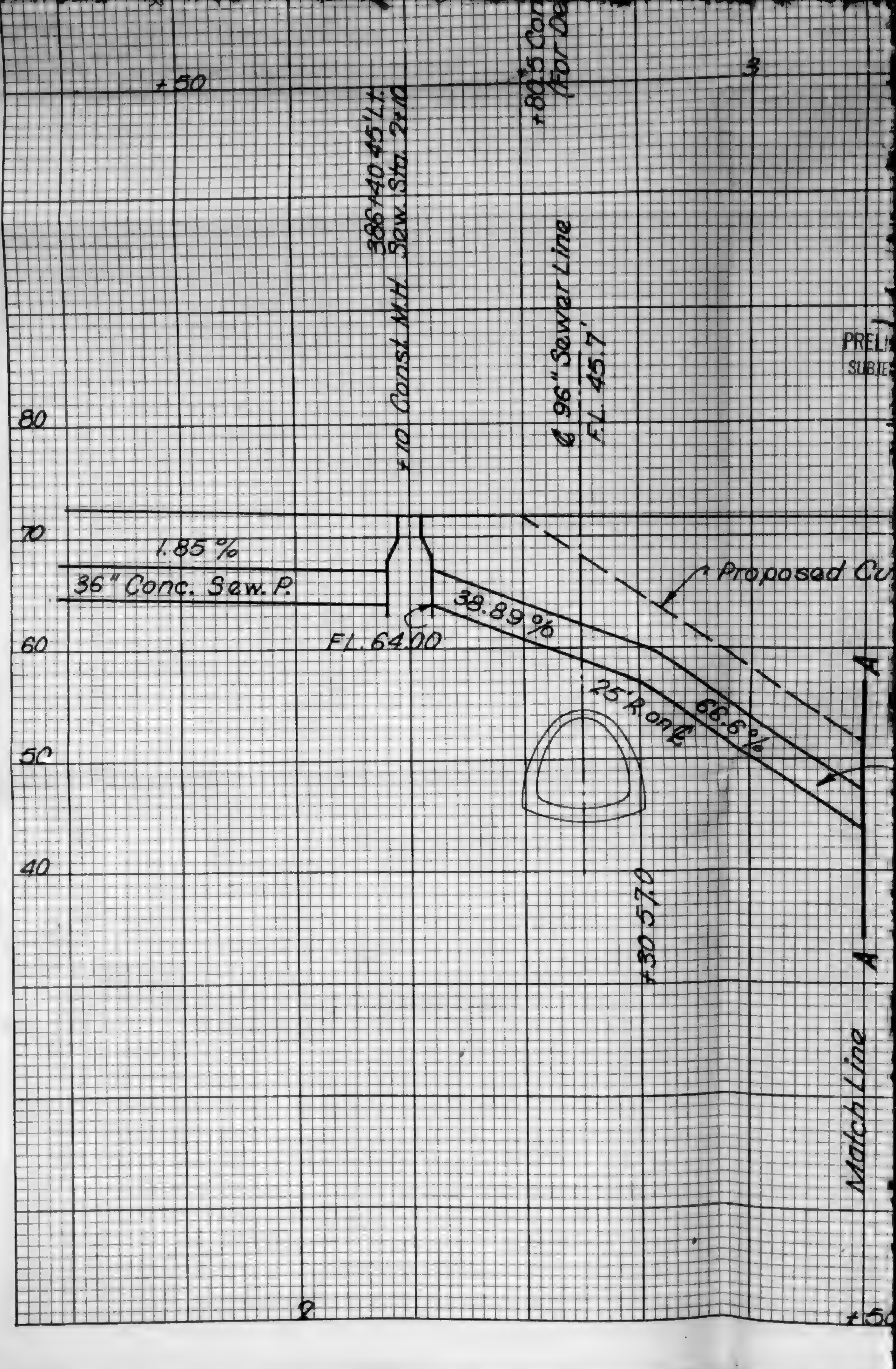


IRVING ST. OUTFALL SEWER

(For Plan See Sheet 5-A)

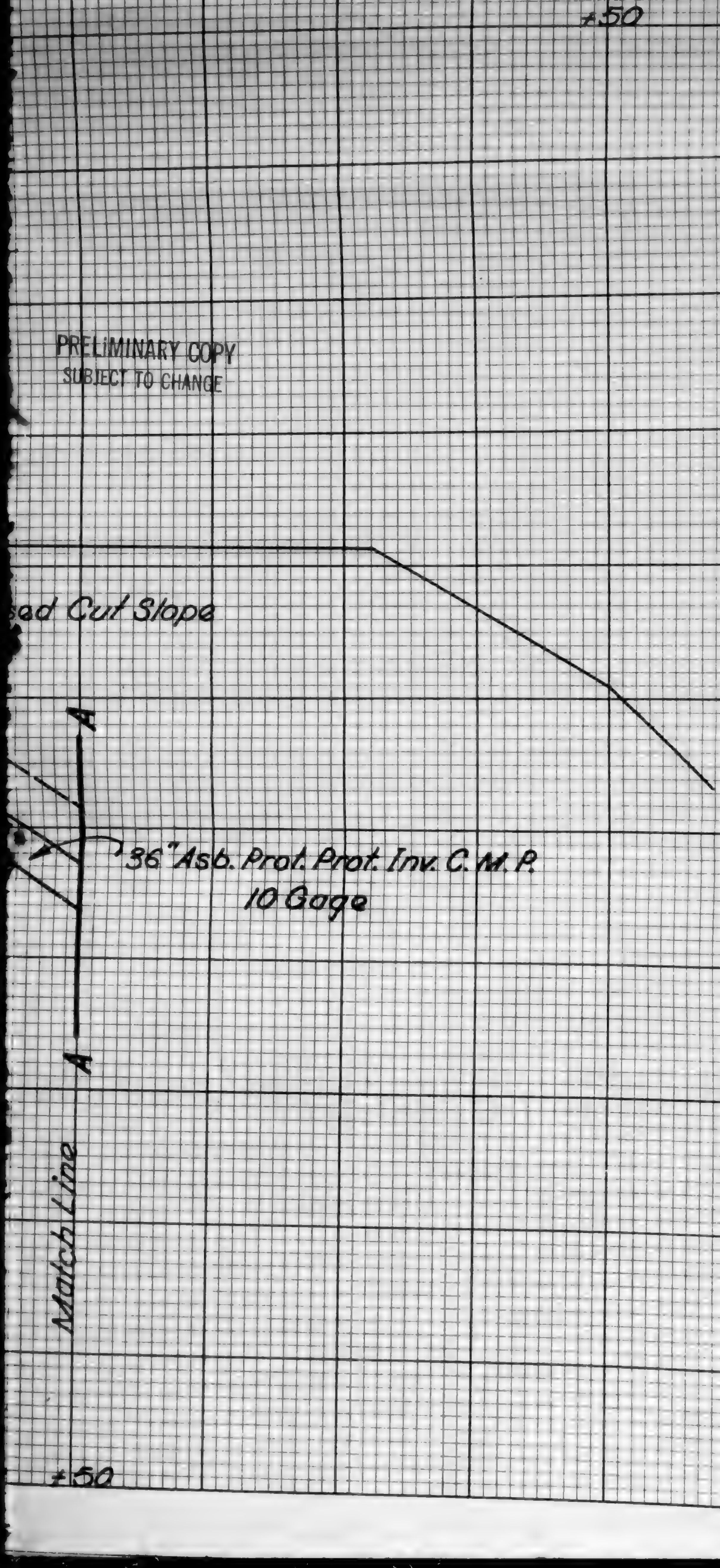


ORIGINAL SURVEY	BY	DATE
SURVEYED		
PLOTTED		
TEMPLATE		
AREAS		
AREAS CHECKED		
NOTE BOOK NO.		



SHANNON & CO

PRELIMINARY COPY
SUBJECT TO CHANGE



Portland, Oregon
June 3, 1960

Easement to Union Pacific Railroad
Banfield-East Bank Interchange
Prefix: 26-1468
C

Mr. Tom Edwards
Construction Engineer
State Highway Department
Salem, Oregon

Attention: Mr. D. J. Barbee

In accordance with our conversation yesterday pertaining to easements to the Union Pacific Railroad Company in Block 71 in the Banfield-East Bank Interchange area, submitted herewith are copies of the map showing the proposed easement and a copy of my letter to you dated May 2, 1960, both of which were sent to you on that date. The map also shows the proposed communication line revision. I believe the enclosed letter of May 2nd covers the details as they are known at this time.

Relative to the revision of the access road to the Pointer-Willamette Spur, a detail plan of this proposed revision was forwarded to you on January 14, 1960. I understand that you have copies of this in your files.

The slope easement, the communication line revision, and the revision of the access road to the Pointer-Willamette spur track should be included in the Railroad agreement.

Lloyd P. Shaw
Lloyd P. Shaw
Metropolitan Engineer

DEB/lh
Encl.
cc: G. S. Paxson

NOTED
G. S. PAXSON

RECEIVED
JUL 13 1960
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
J. G. BOYD

I-5-6(16) Page St.-Main St. Unit, East 1962
301 Bank Sec., Pacific Hwy.
#5756 (Insurance Corres.)

RECEIVED
APR 30 1965

I-5-6(38)302

5756

April 29, 1965

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St. N. E.
Salem, Oregon

Dear Sir:

Herewith is a copy of price agreement No. 6 issued on the N. Page St.-S.E. Main St. Unit, East Bank Freeway Section, Contract No. 5756 for the purchase of parapet rail material. This material was not eligible on the above project because it was not incorporated in the project, but the Bureau of Public Roads verbally approved the cost of this material to be eligible on the project in which it was incorporated.

The use of this material was incorporated in the Special Provisions of Contract 6218, N. Shaver St.-Morrison Bridge Interchange Section, Project No. I-5-6(38)302, to be installed by the contractor at no cost to the contractor.

Your approval is requested for participation in the cost of this material in the amount of $4,032.51 on project No. I-5-6(38)302.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

FH:cr

RECEIVED
DEC 10 1962
FOR FILING
[illegible]
5756

November 27, 1962

Peter Kiewit Sons' Company
P. O. Box 1777
Vancouver, Washington

Gentlemen:

I am in receipt of letters from Liberty Mutual Insurance Company of Omaha to the affect that they are conceling as of December 1, 1962, insurances covering several active contracts that you have with this Department.

Confirming telephone information from Mr. Brunsbeck of your office, we will expect to receive insurances furnished by another company on or before December 1, 1962, to replace the canceled insurances.

Very truly yours,

Ivan D. Merchant
Bridge Engineer

CAG:dl

cc: G. S. Paxson

PETER KIEWIT SONS' CO. - Contract No. 5756
N. Page St.-S.E.Main St. Unit
East Bank Freeway on Pac. Hwy.
Grading, rock toe embk., detour structures.

~~Liberty Mutual Ins. Co.~~ - ~~Cert. of Ins.~~
~~LS-6041-704231-39~~
~~Expires 12-1-60~~

~~Policy~~
~~- LR1-641-004388-450 TD 72~~
~~Expires 12-1-60~~
~~(OWR&N and UP, assured)~~

~~(These 2 policies are rewrites of LR1-641-004388-210 TD 72, which is now obsolete)~~

~~- Pol. LR1-641-004388-460 TD 72~~
~~Expires 12-1-60~~
~~(S.P Co., assured)~~

(OWR&N & UP,assured) ~~-Pol. LR1-641-004388-820~~
~~Expires 12-1-61~~

~~Pol.LS1-641-004388-270 TD 73~~
~~Expires 12-1-61~~

~~Pol./Cert. Ins. (Renewal)~~
~~LS1-641-004388-271 TD73~~
~~Expires 12-1-62~~

(OWR&N & UP,assured) ~~Cert. LR1-641-004388-821 TD72~~
~~Expires 12-1-62 (Renewal)~~
~~Cert. LR1-641-004388-822 TD72~~
~~Expires 12-1-63 (Renewal)~~

(S.P. Co.,assured) ~~Cert. LR1-641-004388-831 TD72~~
~~Expires 12-1-62 (Renewal)~~
~~Cert. LR1-641-004388-832 TD72~~
~~Expires 12-1-63~~

(S.P. Co.,assured) ~~Cert. LR1-641-004541-241 TD72~~
~~Expires 12-1-62 (Renewal)~~

ABOVE INS. REPLACED BY AETNA CASUALTY & SURETY CO. INSURANCE
12-1-62

Ins. File

Salem, Oregon
Nov. 26, 1962

Contract Nos. 6156, 6091, 5736
Peter Kiewit Sons' Co.

Mr. C. A. Gardner
Bridge Division
Salem

Attached are letters from the Liberty Mutual Insurance Company, Omaha, Nebraska, stating that the following policies on the above contracts have been cancelled as of December 1, 1962, and that the Aetna Casualty Insurance Company is affording coverage:

LR1-541-0045 [illegible]-712 [illegible]
LR1-541-00[illegible] [illegible]-2[illegible]2 [illegible]72
LR1-541-00[illegible] [illegible]2 [illegible]72
LR1-541-4[illegible] [illegible]
LR1-541-00[illegible] [illegible]2 [illegible]72
LS1-541-0043 [illegible]2 [illegible]

We would appreciate having the copies for our insurance file.

Lloyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

Enc.

cc Mr. G. S. Paxson
fp

4-59

S-2660

Southern Pacific Company

UNION STATION, PORTLAND 9, OREGON

A. W. KILBORN
SUPERINTENDENT

IN REPLY PLEASE REFER TO
0-PD-59-1

November 23, 1962

Mr. Forrest Cooper
State Highway Engineer
State Highway Department
Salem 10, Oregon

Attention: Mr. Ivan D. Merchant
Bridge Engineer

Dear Sir:

Referring to your letter of November 15 regarding N. Page Street - S. E. Main Street Unit Eastbank Freeway Section Oregon Contract No. 5756:

Returning herewith original and one certified copy of renewal certificate No. LR1-641-004388-832 TD72 which is renewal of Certificate Policy issued to Southern Pacific Company effective December 1, 1962 to December 1, 1963 furnished by Peter Kiewit Sons' Company on above project.

It is our understanding that all work covered by this Contract No. 5756 has been completed; therefore the insurance renewal is not necessary.

We are returning the policies for your future handling with the understanding that there will be no more work by this contractor in connection with this contract.

Yours truly,

A W Kilborn

RECEIVED
OREGON STATE HIGHWAY DEPT.
BRIDGE DIVISION
AM NOV 30 1962 PM
7,8,9,10,11,12,1,2,3,4,5,6

RECEIVED
BRIDGE DIVISION
PM
7,8,9,10,11,12,1,2,3,4,5,6

RECEIVED

November 15, 1962

The Southern Pacific Company
65 Market Street
San Francisco 5, California

Fagpet - Main St

RE: RAILROAD PROTECTIVE LIABILITY
POLICY NO. LR1-641-004368-832 TD72
EFFECTIVE 12-1-62

#5756

Gentlemen:

This is to inform you that effective December 1, 1962 the Aetna Casualty Insurance Company is affording coverage to replace coverage which would have been afforded by the captioned policy. Therefore, the Liberty Mutual Insurance Company is formally advising of the cancelation of the above policy effective December 1, 1962.

Since the Liberty Mutual policy in caption will not go into effect, will you kindly return it to us for our records.

Very truly yours,

A J Kelley

A. J. Kelley
District Manager

AJK/sp

cc: State of Oregon
State Highway Commission
Salem, Oregon

RECEIVED
OREGON STATE HIGHWAY DEPT.
BRIDGE DIVISION
AM NOV 20 1962 PM
7,8,9,10,11,12,1,2,3,4,5,6

RECEIVED
NOV 19 1962
OREGON
STATE HIGHWAY COMMISSION

November 15, 1962

Pag St- Main St.

Oregon-Washington Railroad &
Navigation Company and Union
Pacific Railroad Company
836 Pittock Block
Portland, Oregon

RE: RAILROAD PROTECTIVE LIABILITY
POLICY NO. LR1-641—4388-822 TD72
EFFECTIVE 12-1-62

#5756

Gentlemen:

This is to inform you that effective December 1, 1962 the Aetna Casualty Insurance Company is affording coverage to replace coverage which would have been afforded by the captioned policy. Therefore, the Liberty Mutual Insurance Company is formally advising of the cancelation of the above policy effective December 1, 1962.

Since the Liberty Mutual policy in caption will not go into effect, will you kindly return it to us for our records.

Very truly yours,

AJ Kelley
A. J. Kelley
District Manager

RECEIVED
OREGON STATE HIGHWAY DEPT.
BRIDGE DIVISION
AM NOV [illegible] 62 PM
7 8 9 10 11 12 1 2 3 4 5 6

AJK/sp

cc: State of Oregon
State Highway Commission
Salem, Oregon

✓

RECEIVED
NOV 19 1962
OREGON
STATE HIGHWAY COMMISSION

LIBERTY MUTUAL
INSURANCE COMPANY
BOSTON, MASSACHUSETTS

GENERAL LIABILITY POLICY RENEWAL CERTIFICATE
(RAILROAD PROTECTIVE FORM)

Renewal Policy No. LR1-641-004388-832 TD72

In consideration of the payment of the premium, it is agreed that the expiring policy designated below is renewed for the policy period stated below. This renewal policy is subject to all of the terms of the expiring policy as of its date of expiration, except as otherwise specified herein.

NAMED INSURED The Southern Pacific Company
c/o Peter Kiewit Sons' Co.

ADDRESS 1000 Kiewit Plaza, Omaha, Nebraska
No. Street City or Town Postal Zone No. County State

RENEWAL POLICY PERIOD: From December 1, 1962 to December 1, 1963
12:01 A.M., standard time at the address of the named insured stated herein.

PREMIUM BASES: (Unless otherwise specified in schedule)		B. I.	P. D.
DIVISION 1 (Operations) — Each $100 of Remuneration	M:	11	31
	C:	12	32
DIVISION 1 (Premises) — Each 100 sq. ft. of Area		13	33
DIVISION 2 (Elevators) — Each		15	35

	B. I.	P. D.
DIVISION 3 (Independent Contractors)—Each $100 of Cost	17	37
DIVISION 4 (Products)—Each $1000 of Sales	10	30
CONTRACTUAL—Each Agreement	21	41

LOCATIONS — DIVISION OF HAZARDS CLASSIFICATIONS	Terr.	Class. Code	Premium Base (see above)	Elevator		Rates		Advance Premiums	
				Int.	Cont	Cov. A	Cov. B	Cov. A	Cov. B
								Flat Charge	
Same as expiring Policy No. LR1-641-004388-831	TD72							35	15
								35	15
Annual							PREMIUM	$50.00	

Audit Basis: Annual ☐ Semi-Annual ☐ Quarterly ☐ Monthly ☐ 0

In witness whereof, the company has caused this policy to be signed by its President and its Secretary at Boston, Massachusetts, and countersigned by a duly authorized representative of the company.

The policy, including all endorsements issued therewith, is hereby countersigned by ....
AUTHORIZED REPRESENTATIVE

Bryan Smith
President
George A. Potter
Secretary

Dividend: $7.50

Work Size 6-2 Count Unit	Sales Office Omaha-445	Salesman A. Kelley-6199	First Year 60	Pol. H.G. ☐ S	Expiring Policy Number LR1-831
Typed by am 10/26/62 Date	Home State Ore.	☐ Cont. ☒ NR ☐ Steve. ☐ All Other	N/R 2		First Policy Number LR1-460

GPO 231A-R1 PRINTED IN U.S.A.

SHORT RATE CANCELATION TABLE

Days Policy in Force		Per Cent of One Year Premium	Days Policy in Force		Per Cent of One Year Premium
1		5	154–156		53
2		6	157–160		54
3– 4		7	161–164		55
5– 6		8	165–167		56
7– 8		9	168–171		57
9– 10		10	172–175		58
11– 12		11	176–178		59
13– 14		12	179–182	(6 mos.)	60
15– 16		13	183–187		61
17– 18		14	188–191		62
19– 20		15	192–196		63
21– 22		16	197–200		64
23– 25		17	201–205		65
26– 29		18	206–209		66
30– 32	(1 mo.)	19	210–214	(7 mos.)	67
33– 36		20	215–218		68
37– 40		21	219–223		69
41– 43		22	224–228		70
44– 47		23	229–232		71
48– 51		24	233–237		72
52– 54		25	238–241		73
55– 58		26	242–246	(8 mos.)	74
59– 62	(2 mos.)	27	247–250		75
63– 65		28	251–255		76
66– 69		29	256–260		77
70– 73		30	261–264		78
74– 76		31	265–269		79
77– 80		32	270–273	(9 mos.)	80
81– 83		33	274–278		81
84– 87		34	279–282		82
88– 91	(3 mos.)	35	283–287		83
92– 94		36	288–291		84
95– 98		37	292–296		85
99–102		38	297–301		86
103–105		39	302–305	(10 mos.)	87
106–109		40	306–310		88
110–113		41	311–314		89
114–116		42	315–319		90
117–120		43	320–323		91
121–124	(4 mos.)	44	324–328		92
125–127		45	329–332		93
128–131		46	333–337	(11 mos.)	94
132–135		47	338–342		95
136–138		48	343–346		96
139–142		49	347–351		97
143–146		50	352–355		98
147–149		51	356–360		99
150–153	(5 mos.)	52	361–365	(12 mos.)	100

If the policy has been in effect for twelve months or less, the above table applies. If the policy has been in effect for more than twelve months, the earned premium shall be determined as follows: (1) Determine full annual premium as for a policy written for a term of one year. (2) Deduct such premium from the full policy premium, and on the remainder calculate the pro rata earned premium on the basis of the ratio of the length of time beyond one year the policy has been in effect to the length of time beyond one year for which the policy was originally written. (3) Add premium produced in accordance with provisions (1) and (2) to obtain earned premium during period policy has been in effect.

GENERAL LIABILITY POLICY RENEWAL CERTIFICATE

(Railroad Protective Form)

LIBERTY MUTUAL
INSURANCE COMPANY
HOME OFFICE BOSTON
The Company that stands by you

The named insured is hereby notified that by virtue of this policy he is a member of Liberty Mutual Insurance Company and is entitled to vote either in person or by proxy at any and all meetings of said company.

This policy is classified in Dividend Class I — General Class.

The annual meetings are held at its home office, Boston, Massachusetts, on the second Wednesday of April in each year, at eleven o'clock in the morning.

This policy is nonassessable.

GPO 231 R-1 PRINTED IN U.S.A.

OFFICES

IN

PRINCIPAL CITIES

THROUGHOUT

THE

UNITED STATES

AND

CANADA

CERTIFICATION

I, James N. Hubbard, Jr., Assistant Secretary of Liberty Mutual Insurance Company, a corporation located at Boston, Massachusetts, on oath declare that the Liberty Mutual Insurance Company issued its Renewal Certificate for Policy No. LR1-641-004388-832 effective December 1, 1962, to The Southern Pacific Company and that this is a true, full, and correct copy of said Renewal Certificate. As respects the coverage afforded at North Page St.-S.E. Main St. Unit of the East Bank Freeway on Pacific Hgwy. in Multnomah County, Ore. known as Job 2775.

James N. Hubbard, Jr.
Assistant Secretary

Subscribed and sworn to before me this
24th day of October
William T White
Notary Public

LIBERTY MUTUAL
INSURANCE COMPANY
BOSTON, MASSACHUSETTS

GENERAL LIABILITY POLICY RENEWAL CERTIFICATE

(RAILROAD PROTECTIVE FORM)

Renewal Policy No. LR1-641-004388-832 TD72

In consideration of the payment of the premium, it is agreed that the expiring policy designated below is renewed for the policy period stated below. This renewal policy is subject to all of the terms of the expiring policy as of its date of expiration, except as otherwise specified herein.

NAMED INSURED The Southern Pacific Company
c/o Peter Kiewit Sons' Co.

ADDRESS No. 1000 Kiewit Plaza, Omaha, Nebraska
Street City or Town Postal Zone No. County State

RENEWAL POLICY PERIOD: From December 1, 1962 to December 1, 1963
12:01 A.M., standard time at the address of the named insured stated herein.

PREMIUM BASES: (Unless otherwise specified in schedule)		B. I.	P. D.		B. I.	P. D.
DIVISION 1 (Operations) — Each $100 of Remuneration	M:	11	31	DIVISION 3 (Independent Contractors)—Each $100 of Cost	17	37
	C:	12	32	DIVISION 4 (Products)—Each $1000 of Sales	10	30
DIVISION 1 (Premises) — Each 100 sq. ft. of Area		13	33	CONTRACTUAL—Each Agreement	21	41
DIVISION 2 (Elevators) — Each		15	35			

LOCATIONS — DIVISION OF HAZARDS CLASSIFICATIONS	Terr.	Class. Code	Premium Base (see above)	Elevator		Rates		Advance Premiums		
				Int.	Cont	Cov. A	Cov. B	Cov. A		Cov. B
									Flat Charge	
Same as expiring Policy No. LR1-641-004388-831	TD72							35		15
								35		15
				Annual		PREMIUM		$50.00		

Audit Basis: Annual ☐ Semi-Annual ☐ Quarterly ☐ Monthly ☐ 0

In witness whereof, the company has caused this policy to be signed by its President and its Secretary at Boston, Massachusetts, and countersigned by a duly authorized representative of the company.

The policy, including all endorsements issued therewith, is hereby countersigned by ....

AUTHORIZED REPRESENTATIVE

Bryce Smith President George A. Potter Secretary

Dividend: $7.50

Work Size 6-2 Count Unit	Sales Office Omaha-445	Salesman A. Kelley-6199	First Year 60	Pol. H.G. ☐ S	Expiring Policy Number. LR1-831
Typed by am 10/26/62 Date	Home State Ore.	☐ Cont. ☒ : NR ☐ Steve. ☐ All Other	N/R 2		First Policy Number LR1-460

GPO 231A-R1 PRINTED IN U.S.A.

FORM E-90 50M 6-61 96461

Ins

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
Nov. 5, 1962

SUBJECT: Peter Kiewit Sons' Co.
Contract Nos. 5756,5973,5961,6091, 6156

To: Mr. C. A. Gardner
Bridge Division
Salem

Attached for processing and approval are copies of Liberty Mutual Insurance Company Renewal Certificates, expiring 12-1-63, covering the above contracts:

Renewal Certificate LS1-641-004388-272 TD 73:

1. Contract #5756 - N. Page St.-S.E.Main St. Unit, East Bank Freeway.
2. Contract #5973 - Williams Ave. Structure, East Bank Freeway.
3. Contract #5961 - Rock Point-Seven Oaks Section, Pacific Highway.

Contract No. 5756:

LR1-641-004388-822 - OWRR&N and U.P., assured.
LR1-004388-832 - S.P. Co., assured.

Contract No. 6091 - (Seven Oaks RR O'crossing & frontage road o'crossing widening)

LR1-004541-242 - S. P.Co., assured.

Contract No. 6156 - (Minnesota Freeway Section, Pacific Highway)

LR1-641-004541-712 TD 72 - OWRR&N and U.P., assured.

We assume that you will write the railroad companies, as usual.

We would appreciate receiving the necessary copies for our files.

CWH:fp

Secretary
OREGON STATE HIGHWAY COMMISSION

CC: Mr. G. S. Paxson
fp

9

RECEIVED
DEC 10 1962
FOR FILING

[illegible]

5756

November 15, 1962

Southern Pacific Company
Union Station
Portland, Oregon

Attention: A. W. Kilborn

Re: N. Page St.-S. E. Main Unit
Eastbank Freeway Section
Oregon Contract No. 5756

Gentlemen:

Attached find original and one certified copy of renewal certificate No. LB1-641-004388-832 TD72 renewing coverages under Certificate Policy No. LB1-641-004388-831 TD72 issued to The Southern Pacific Company, effective December 1, 1962 to December 1, 1963.

These are furnished by Peter Kiewit Sons' Co., contractors on the above job.

Very truly yours,

Ivan D. Merchant
Bridge Engineer

CAG:dl

Att.

LIBERTY MUTUAL
HOME OFFICE BOSTON
LIBERTY MUTUAL INSURANCE COMPANY - LIBERTY MUTUAL FIRE INSURANCE COMPANY

306 KIEWIT PLAZA, OMAHA 31, NEBRASKA ★ 341-4686

AIR MAIL

November 1, 1962

State of Oregon
State Highway Commission
Salem, Oregon

Re: Peter Kiewit Sons' Co.
Project No. 626-1051-1-5-6(16) # 5756
Multnomah County, Oregon

Gentlemen:

Enclosed, original and four (4) Certified Copies of renewal Certificate No. LR1-641-004388-832 TD72 renewing coverages under Certificate Policy No. LR1-641-004388-831 TD72 issued to The Southern Pacific Company, effective 12-1-62 to 12-1-63. Please distribute as required.

Should you have any questions regarding this enclosure, please let us hear from you.

Very truly yours,

A. J. Kelley

A. J. Kelley
District Manager

AJK/cr
Encl.
cc: Mr. Jay Varner
Midwest Agencies, Inc.
1045 Kiewit Plaza
Omaha 31, Nebraska

The Southern Pacific Company
65 Market Street
San Francisco 5, California

Cec
please handle
T

NOTED
C. W. HEAD

CERTIFICATION

I, James N. Hubbard, Jr., Assistant Secretary of Liberty Mutual Insurance Company, a corporation located at Boston, Massachusetts, on oath declare that the Liberty Mutual Insurance Company issued its Renewal Certificate for Policy No. LR1-641-004388-832 effective December 1, 1962, to The Southern Pacific Company and that this is a true, full, and correct copy of said Renewal Certificate. As respects the coverage afforded at North Page St.-S.E. Main St. Unit of the East Bank Freeway on Pacific Hgwy. in Multnomah County, Ore. known as Job 2775.

James N. Hubbard Jr.
Assistant Secretary

Subscribed and sworn to before me this
29th day of October
William T White
Notary Public

LIBERTY MUTUAL
INSURANCE COMPANY
BOSTON, MASSACHUSETTS

GENERAL LIABILITY POLICY RENEWAL CERTIFICATE
(RAILROAD PROTECTIVE FORM)

Renewal Policy No. LR1-641-004388-832 TD72

In consideration of the payment of the premium, it is agreed that the expiring policy designated below is renewed for the policy period stated below. This renewal policy is subject to all of the terms of the expiring policy as of its date of expiration, except as otherwise specified herein.

NAMED INSURED The Southern Pacific Company
c/o Peter Kiewit Sons' Co.

ADDRESS 1000 Kiewit Plaza, Omaha, Nebraska
No. Street City or Town Postal Zone No. County State

RENEWAL POLICY PERIOD: From December 1, 1962 to December 1, 1963
12:01 A.M., standard time at the address of the named insured stated herein.

PREMIUM BASES: (Unless otherwise specified in schedule)		B. I.	P. D.		B. I.	P. D.
DIVISION 1 (Operations) — Each $100 of Remuneration	M:	11	31	DIVISION 3 (Independent Contractors)—Each $100 of Cost	17	37
	C:	12	32	DIVISION 4 (Products)—Each $1000 of Sales	10	30
DIVISION 1 (Premises) — Each 100 sq. ft. of Area		13	33	CONTRACTUAL—Each Agreement	21	41
DIVISION 2 (Elevators) — Each		15	35			

LOCATIONS — DIVISION OF HAZARDS CLASSIFICATIONS	Terr.	Class. Code	Premium Base (see above)	Elevator		Rates		Advance Premiums	
				Int.	Cont	Cov. A	Cov. B	Cov. A	Cov. B
Same as expiring Policy No. LR1-641-004388-831	TD72							35	Flat Charge 15
								35	15
				Annual		PREMIUM		$50.00	

Audit Basis: Annual ☐ Semi-Annual ☐ Quarterly ☐ Monthly ☐ 0

In witness whereof, the company has caused this policy to be signed by its President and its Secretary at Boston, Massachusetts, and countersigned by a duly authorized representative of the company.

The policy, including all endorsements issued therewith, is hereby countersigned by ....
AUTHORIZED REPRESENTATIVE

Bryan Smith President George A. Potter Secretary

Dividend: $7.50

Work Size 6-2 Count Unit	Sales Office Omaha-445	Salesman A. Kelley-6199	First Year 60	Pol. H.G. ☐S	Expiring Policy Number LR1-831
Typed by am Date 10/26/62	Home State Ore.	☐ Cont. ☐ Steve.	☒ NR ☐ All Other	N/R 2	First Policy Number LR1-460

GPO 231A-R1 PRINTED IN U.S.A.

CERTIFICATION

I, James N. Hubbard, Jr., Assistant Secretary of Liberty Mutual Insurance Company, a corporation located at Boston, Massachusetts, on oath declare that the Liberty Mutual Insurance Company issued its Renewal Certificate for Policy No. LR1-641-004388-832 effective December 1, 1962, to The Southern Pacific Company and that this is a true, full, and correct copy of said Renewal Certificate. As respects the coverage afforded at North Page St.-S.E. Main St. Unit of the East Bank Freeway on Pacific Hgwy. in Multnomah County, Ore. known as Job 2775.

James N. Hubbard Jr.
Assistant Secretary

Subscribed and sworn to before me this
29th day of October
William T White
Notary Public

LIBERTY MUTUAL
INSURANCE COMPANY
BOSTON, MASSACHUSETTS

GENERAL LIABILITY POLICY RENEWAL CERTIFICATE

(RAILROAD PROTECTIVE FORM)

Renewal Policy No. LR1-641-004388-832 TD72

In consideration of the payment of the premium, it is agreed that the expiring policy designated below is renewed for the policy period stated below. This renewal policy is subject to all of the terms of the expiring policy as of its date of expiration, except as otherwise specified herein.

NAMED INSURED The Southern Pacific Company
c/o Peter Kiewit Sons' Co.

ADDRESS No. 1000 Kiewit Plaza, Omaha, Nebraska (Street / City or Town / Postal Zone No. / County / State)

RENEWAL POLICY PERIOD: From December 1, 1962 to December 1, 1963
12:01 A.M., standard time at the address of the named insured stated herein.

PREMIUM BASES: (Unless otherwise specified in schedule)		B. I.	P. D.
DIVISION 1 (Operations) — Each $100 of Remuneration	M:	11	31
	C:	12	32
DIVISION 1 (Premises) — Each 100 sq. ft. of Area		13	33
DIVISION 2 (Elevators) — Each		15	35

	B. I.	P. D.
DIVISION 3 (Independent Contractors)—Each $100 of Cost	17	37
DIVISION 4 (Products)—Each $1000 of Sales	10	30
CONTRACTUAL—Each Agreement	21	41

LOCATIONS — DIVISION OF HAZARDS CLASSIFICATIONS	Terr.	Class. Code	Premium Base (see above)	Elevator		Rates		Advance Premiums	
				Int.	Cont	Cov. A	Cov. B	Cov. A	Cov. B
Same as expiring Policy No. LR1-641-004388-831	TD72							35	Flat Charge 15
								35	15
						Annual PREMIUM		$50.00	

Audit Basis: Annual ☐ Semi-Annual ☐ Quarterly ☐ Monthly ☐ 0

In witness whereof, the company has caused this policy to be signed by its President and its Secretary at Boston, Massachusetts, and countersigned by a duly authorized representative of the company.

The policy, including all endorsements issued therewith, is hereby countersigned by ....

AUTHORIZED REPRESENTATIVE

Bryan Smith President George A. Potter Secretary

Dividend: $7.50

Work Size 6-2 Count Unit	Sales Office Omaha-445	Salesman A. Kelley-6199	First Year 60	Pol. H.G. ☐ S	Expiring Policy Number LR1-831
Typed by am Date 10/26/62	Home State Ore.	☐ Cont. ☒ NR ☐ Steve. ☐ All Other	N/R 2		First Policy Number LR1-460

GPO 231A-R1 PRINTED IN U.S.A.

CERTIFICATION

I, James N. Hubbard, Jr., Assistant Secretary of Liberty Mutual Insurance Company, a corporation located at Boston, Massachusetts, on oath declare that the Liberty Mutual Insurance Company issued its Renewal Certificate for Policy No. LR1-641-004388-832 effective December 1, 1962, to The Southern Pacific Company and that this is a true, full, and correct copy of said Renewal Certificate. As respects the coverage afforded at North Page St.-S.E. Main St. Unit of the East Bank Freeway on Pacific Hgwy. in Multnomah County, Ore. known as Job 2775.

James N. Hubbard Jr.
Assistant Secretary

Subscribed and sworn to before me this
29th day of October
William J White
Notary Public

LIBERTY MUTUAL
INSURANCE COMPANY
BOSTON, MASSACHUSETTS

GENERAL LIABILITY POLICY RENEWAL CERTIFICATE

(RAILROAD PROTECTIVE FORM)

Renewal Policy No. LR1-641-004388-832 TD72

In consideration of the payment of the premium, it is agreed that the expiring policy designated below is renewed for the policy period stated below. This renewal policy is subject to all of the terms of the expiring policy as of its date of expiration, except as otherwise specified herein.

NAMED INSURED The Southern Pacific Company
c/o Peter Kiewit Sons' Co.

ADDRESS No. 1000 Street Kiewit Plaza, City or Town Omaha, Postal Zone No. County Nebraska State

RENEWAL POLICY PERIOD: From December 1, 1962 to December 1, 1963
12:01 A.M., standard time at the address of the named insured stated herein.

PREMIUM BASES: (Unless otherwise specified in schedule)		B. I.	P. D.
DIVISION 1 (Operations) — Each $100 of Remuneration	M:	11	31
	C:	12	32
DIVISION 1 (Premises) — Each 100 sq. ft. of Area		13	33
DIVISION 2 (Elevators) — Each		15	35

	B. I.	P. D.
DIVISION 3 (Independent Contractors)—Each $100 of Cost	17	37
DIVISION 4 (Products)—Each $1000 of Sales	10	30
CONTRACTUAL—Each Agreement	21	41

LOCATIONS — DIVISION OF HAZARDS CLASSIFICATIONS	Terr.	Class. Code	Premium Base (see above)	Elevator Int.	Elevator Cont	Rates Cov. A	Rates Cov. B	Advance Premiums Cov. A		Advance Premiums Cov. B
									Flat Charge	
Same as expiring Policy No. LR1-641-004388-831	TD72							35		15
								35		15
						Annual	PREMIUM	$50.00		

Audit Basis: Annual ☐ Semi-Annual ☐ Quarterly ☐ Monthly ☐ 0

In witness whereof, the company has caused this policy to be signed by its President and its Secretary at Boston, Massachusetts, and countersigned by a duly authorized representative of the company.

The policy, including all endorsements issued therewith, is hereby countersigned by ....
AUTHORIZED REPRESENTATIVE

Bryan Smith President George A. Potter Secretary

Dividend: $7.50

Work Size 6-2 Count Unit	Sales Office Omaha-445	Salesman A. Kelley-6199	First Year 60	Pol. H.G. ☐S	Expiring Policy Number LR1-831
Typed by am 10/26/62 Date	Home State Ore.	☐ Cont. ☒ NR ☐ Steve. ☐ All Other	N/R 2		First Policy Number LR1-460

GPO 231A-R1 PRINTED IN U.S.A.

LIBERTY MUTUAL
INSURANCE COMPANY
BOSTON, MASSACHUSETTS

CERTIFICATE OF INSURANCE

This is to Certify that

PETER KIEWIT SONS' CO.
215 South "J" Street
Vancouver, Washington

← Name and address of insured.

is, at the date of this certificate, insured by the Company with respect to the business operations hereinafter described, for the types of insurance and in accordance with the provisions of the policy contracts hereinafter described.

POLICY NUMBER	EXPIRATION DATE	TYPE OF POLICY	LOCATIONS TO WHICH CERTIFICATE APPLIES
LS1-641-004388-272 TD73	12-1-63	Comprehensive General & Automobile Liability	U.S. Its Territories & Possessions, Canada and Newfoundland

GENERAL LIABILITY HAZARDS INSURED*	LIMITS OF LIABILITY				
	COVERAGE A BODILY INJURY			COVERAGE B PROPERTY DAMAGE	
	EACH PERSON	EACH ACCIDENT	AGGREGATE	EACH ACCIDENT	AGGREGATE
All hazards including Products - Completed Operations	$250,000	$500,000	$500,000	$250,000	$500,000
Automobiles: Owned, Non-owned & Hired	$200,000	$500,000		$250,000	

WORKMEN'S COMPENSATION COVERAGE IS AFFORDED UNDER THE WORKMEN'S COMPENSATION LAW OF THE FOLLOWING STATE(S):	WORKMEN'S COMPENSATION—LIMIT OF LIABILITY—COVERAGE B $ (INDICATE LIMIT FOR EACH STATE)

* Coverage for explosion, collapse, and underground property damage excluded ☐ included XXX

Description of Operations: Contract No. 5756, awarded July 19, 1960 for grading-rock toe embankment-detour structures on the North Page St. - SE Main St.
Special Provisions: Unit of the East Bank Freeway on Pacific Highway in Multnomah County.
Project No. 626-1051
I-5-6(16)301 PKS Job No. 2775.

Before the above stated expiration date the Company will not terminate or reduce the insurance afforded under the above numbered policies prior to 10 days after notice of such termination or reduction has been mailed to

State of Oregon
State Highway Commission
Salem, Oregon

LIBERTY MUTUAL INSURANCE COMPANY

Dated November 1, 1962 at Omaha, Nebraska

cr

AUTHORIZED REPRESENTATIVE

GPO 66A Ed. 15 PRINTED IN U.S.A.

LIBERTY MUTUAL
INSURANCE COMPANY
BOSTON, MASSACHUSETTS

CERTIFICATE OF INSURANCE

This is to Certify that

PETER KIEWIT SONS' CO.
215 South "J" Street
Vancouver, Washington

Name and address of Insured.

is, at the date of this certificate, insured by the Company with respect to the business operations hereinafter described, for the types of insurance and in accordance with the provisions of the policy contracts hereinafter described.

POLICY NUMBER	EXPIRATION DATE	TYPE OF POLICY	LOCATIONS TO WHICH CERTIFICATE APPLIES
LS1-641-004388-272 TD73	12-1-63	Comprehensive General & Automobile Liability	U.S. Its Territories & Possessions, Canada and Newfoundland

GENERAL LIABILITY HAZARDS INSURED*	LIMITS OF LIABILITY				
	COVERAGE A BODILY INJURY			COVERAGE B PROPERTY DAMAGE	
	EACH PERSON	EACH ACCIDENT	AGGREGATE	EACH ACCIDENT	AGGREGATE
All hazards including Products - Completed Operations	$250,000	$500,000	$500,000	$250,000	$500,000
Automobiles: Owned, Non-owned & Hired	$200,000	$500,000		$250,000	

WORKMEN'S COMPENSATION COVERAGE IS AFFORDED UNDER THE WORKMEN'S COMPENSATION LAW OF THE FOLLOWING STATE(S):	WORKMEN'S COMPENSATION—LIMIT OF LIABILITY—COVERAGE B $ (INDICATE LIMIT FOR EACH STATE)

* Coverage for explosion, collapse, and underground property damage excluded ☐ included ☒

Description of Operations: Contract No. 5756, awarded July 19, 1960 for grading-rock toe embankment-detour structures on the North Page St. - SE Main St.
Special Provisions: Unit of the East Bank Freeway on Pacific Highway in Multnomah County.
Project No. 626-1051
I-5-6(16)301 PKS Job No. 2775.

Before the above stated expiration date the Company will not terminate or reduce the insurance afforded under the above numbered policies prior to 10 days after notice of such termination or reduction has been mailed to

State of Oregon
State Highway Commission
Salem, Oregon

LIBERTY MUTUAL INSURANCE COMPANY

Dated November 1, 1962 at Omaha, Nebraska
cr

AUTHORIZED REPRESENTATIVE

GPO 66A Ed. 15 PRINTED IN U.S.A.

RECEIVED
DEC 10 1962
FOR FILING

[illegible]

5756

November 15, 1962

Union Pacific Railroad Co.
2525 N. Larrabee Avenue
Portland 17, Oregon

Attention: G. H. Baker

Re: N. Page St. - S. E. Main Unit
Eastbank Freeway Section
Oregon Contract No. 5756

Gentlemen:

Attached find original and one certified copy of renewal certificate No. LRl-641-004388-822 TD72 renewing coverages under Certificate Policy No. LRl-641-004388-821 TD72 issued to the Oregon-Washington Railroad and Navigation Company and Union Pacific Railroad Company, effective December 1, 1962 to December 1, 1963.

These are furnished by Peter Kiewit Sons' Company, Contractor on the above job.

Very truly yours,

Ivan D. Merchant
Bridge Engineer

CAG:dl

Att.

AIR MAIL

LIBERTY MUTUAL
HOME OFFICE BOSTON
LIBERTY MUTUAL INSURANCE COMPANY · LIBERTY MUTUAL FIRE INSURANCE COMPANY

306 KIEWIT PLAZA, OMAHA 31, NEBRASKA ★ 341-4686

November 1, 1962

State of Oregon
State Highway Commission
Salem, Oregon

Re: Peter Kiewit Sons' Co.
Project No. 626-1051 I-5-6(16) #5756
301, Mulnomah County, Oregon

Gentlemen:

Enclosed, original and four (4) Certified Copies of renewal Certificate No. LR1-641-004388-822 TD72 renewing coverages under Certificate Policy No. LR1-641-004388-821 TD72 issued to the Oregon-Washington Railroad & Navigation Company and Union Pacific Railroad Company, effective 12-1-62 to 12-1-63. Please distribute as required.

Should you have any questions regarding this enclosure, please let us hear from you.

Very truly yours,

A Kelley
A. J. Kelley
District Manager

AJK/cr
Encl.
cc: Mr. Jay Varner
Midwest Agencies, Inc.
1045 Kiewit Plaza
Omaha 31, Nebraska

Oregon-Washington Railroad &
Navigation Company and Union
Pacific Railroad Company
836 Pittock Block
Portland, Oregon

Cc, please handle
76

NOTED
C. W. HEAD

CERTIFICATION

I, James N. Hubbard, Jr., Assistant Secretary of Liberty Mutual Insurance Company, a corporation located at Boston, Massachusetts, on oath declare that the Liberty Mutual Insurance Company issued its Renewal Certificate for Policy No. LR1-641-004388-822, effective December 1, 1962, to Oregon-Washington Railroad & Navigation Company and Union Pacific Railroad Company, hereinafter called Railroads and any other common carrier by rail using the Railroads' Tracks and that this is a true, full, and cornect copy of said Renewal Certificate. As respects the coverage afforded at North Page St.-S.E. Main St. Unit of the East Bank Freeway on Pacific Hgwy. in Multnomah County, Ore. known as Job No. 2775.

James N. Hubbard Jr.
Assistant Secretary

Subscribed and sworn to before me this
24th day of October
William T. White
Notary Public

LIBERTY MUTUAL
INSURANCE COMPANY
BOSTON, MASSACHUSETTS

GENERAL LIABILITY POLICY RENEWAL CERTIFICATE

(RAILROAD PROTECTIVE FORM)

Renewal Policy No. LR1-641-004388-822 TD72

In consideration of the payment of the premium, it is agreed that the expiring policy designated below is renewed for the policy period stated below. This renewal policy is subject to all of the terms of the expiring policy as of its date of expiration, except as otherwise specified herein.

NAMED INSURED Oregon-Washington Railroad & Navigation Company and Union Pacific Railroad Company, hereinafter called Railroads and any other common carrier by rail using the Railroads' tracks

ADDRESS 836 Pittock Block, Portland, Oregon
No. Street City or Town Postal Zone No. County State

RENEWAL POLICY PERIOD: From December 1, 1962 to December 1, 1963
12:01 A.M., standard time at the address of the named insured stated herein.

PREMIUM BASES: (Unless otherwise specified in schedule)		B. I.	P. D.
DIVISION 1 (Operations) — Each $100 of Remuneration	M:	11	31
	C:	12	32
DIVISION 1 (Premises) — Each 100 sq. ft. of Area		13	33
DIVISION 2 (Elevators) — Each		15	35

	B. I.	P. D.
DIVISION 3 (Independent Contractors)—Each $100 of Cost	17	37
DIVISION 4 (Products)—Each $1000 of Sales	10	30
CONTRACTUAL—Each Agreement	21	41

LOCATIONS — DIVISION OF HAZARDS CLASSIFICATIONS	Terr.	Class. Code	Premium Base (see above)	Elevator Int.	Elevator Cont	Rates Cov. A	Rates Cov. B	Advance Premiums Cov. A		Advance Premiums Cov. B
Same as expiring Policy No. LR1-641-004388-821	TD72							35	Flat	Charge 15
								35		15
						Annual PREMIUM		$50.00		

Audit Basis: Annual ☐ Semi-Annual ☐ Quarterly ☐ Monthly ☐ 0

In witness whereof, the company has caused this policy to be signed by its President and its Secretary at Boston, Massachusetts, and countersigned by a duly authorized representative of the company.

The policy, including all endorsements issued therewith, is hereby countersigned by J. F. Jangraw
AUTHORIZED REPRESENTATIVE

Bryan Smith President George A. Potter Secretary

Dividend: $7.50

Work Size	Count Unit	Sales Office	Salesman	First Year	Pol. H.G.	Expiring Policy Number
6-2		Omaha-445	A. Kelley-6199	60	☐S	LR1-821

Typed by	Date	Home State			N/R	First Policy Number
am	10/25/62	Ore.	☐ Cont. ☐ Steve.	☒ NR ☐ All Other	2	LR1-450

GPO 231A-R1 PRINTED IN U.S.A.

CERTIFICATION

I, James N. Hubbard, Jr., Assistant Secretary of Liberty Mutual Insurance Company, a corporation located at Boston, Massachusetts, on oath declare that the Liberty Mutual Insurance Company issued its Renewal Certificate for Policy No. LR1-641-004388-822, effective December 1, 1962, to Oregon-Washington Railroad & Navigation Company and Union Pacific Railroad Company, hereinafter called Railroads and any other common carrier by rail using the Railroads' Tracks and that this is a true, full, and cornect copy of said Renewal Certificate. As respects the coverage afforded at North Page St.-S.E. Main St. Unit of the East Bank Freeway on Pacific Hgwy. in Multnomah County, Ore. known as Job No. 2775.

James N. Hubbard Jr
Assistant Secretary

Subscribed and sworn to before me this
29th day of October
William T White
Notary Public

LIBERTY MUTUAL
INSURANCE COMPANY
BOSTON, MASSACHUSETTS

GENERAL LIABILITY POLICY RENEWAL CERTIFICATE

(RAILROAD PROTECTIVE FORM)

Renewal Policy No. LR1-641-004388-822 TD72

In consideration of the payment of the premium, it is agreed that the expiring policy designated below is renewed for the policy period stated below. This renewal policy is subject to all of the terms of the expiring policy as of its date of expiration, except as otherwise specified herein.

NAMED INSURED Oregon-Washington Railroad & Navigation Company and Union Pacific Railroad Company, hereinafter called Railroads and any other common carrier by rail using the Railroads' tracks

ADDRESS 836 Pittock Block, Portland, Oregon
No. Street City or Town Postal Zone No. County State

RENEWAL POLICY PERIOD: From December 1, 1962 to December 1, 1963
12:01 A.M., standard time at the address of the named insured stated herein.

PREMIUM BASES: (Unless otherwise specified in schedule)		B. I.	P. D.		B. I.	P. D.
DIVISION 1 (Operations) — Each $100 of Remuneration	M:	11	31	DIVISION 3 (Independent Contractors)—Each $100 of Cost	17	37
	C:	12	32	DIVISION 4 (Products)—Each $1000 of Sales	10	30
DIVISION 1 (Premises) — Each 100 sq. ft. of Area		13	33	CONTRACTUAL—Each Agreement	21	41
DIVISION 2 (Elevators) — Each		15	35			

LOCATIONS — DIVISION OF HAZARDS CLASSIFICATIONS	Terr.	Class. Code	Premium Base (see above)	Elevator Int.	Elevator Cont	Rates Cov. A	Rates Cov. B	Advance Premiums Cov. A	Advance Premiums Cov. B
Same as expiring Policy No. LR1-641-004388-821	TD72							35	Flat Charge 15
								35	15
						Annual	PREMIUM	$50.00	

Audit Basis: Annual ☐ Semi-Annual ☐ Quarterly ☐ Monthly ☐ 0

In witness whereof, the company has caused this policy to be signed by its President and its Secretary at Boston, Massachusetts, and countersigned by a duly authorized representative of the company.

The policy, including all endorsements issued therewith, is hereby countersigned by ....
AUTHORIZED REPRESENTATIVE

President George A. Potter Secretary

Dividend: $7.50

Work Size 6-2	Count Unit	Sales Office Omaha-445	Salesman A. Kelley-6199	First Year 60	Pol. H.G. ☐S	Expiring Policy Number LR1-821
Typed by am	Date 10/25/62	Home State Ore.	☐ Cont. ☐ Steve.	☒ NR ☐ All Other	N/R 2	First Policy Number LR1-450

GPO 231A-R1 PRINTED IN U.S.A.

CERTIFICATION

I, James N. Hubbard, Jr., Assistant Secretary of Liberty Mutual Insurance Company, a corporation located at Boston, Massachusetts, on oath declare that the Liberty Mutual Insurance Company issued its Renewal Certificate for Policy No. LR1-641-004388-822, effective December 1, 1962, to Oregon-Washington Railroad & Navigation Company and Union Pacific Railroad Company, hereinafter called Railroads and any other common carrier by rail using the Railroads' Tracks and that this is a true, full, and correct copy of said Renewal Certificate. As respects the coverage afforded at North Page St.-S.E. Main St. Unit of the East Bank Freeway on Pacific Hgwy. in Multnomah County, Ore. known as Job No. 2775.

James N. Hubbard, Jr.
Assistant Secretary

Subscribed and sworn to before me this
29th day of October
William T. White
Notary Public

LIBERTY MUTUAL
INSURANCE COMPANY
BOSTON, MASSACHUSETTS

GENERAL LIABILITY POLICY RENEWAL CERTIFICATE
(RAILROAD PROTECTIVE FORM)

Renewal Policy No. LR1-641-004388-822 TD72

In consideration of the payment of the premium, it is agreed that the expiring policy designated below is renewed for the policy period stated below. This renewal policy is subject to all of the terms of the expiring policy as of its date of expiration, except as otherwise specified herein.

NAMED INSURED Oregon-Washington Railroad & Navigation Company and Union Pacific Railroad Company, hereinafter called Railroads and any other common carrier by rail using the Railroads' tracks

ADDRESS 836 Pittock Block, Portland, Oregon
No. Street City or Town Postal Zone No. County State

RENEWAL POLICY PERIOD: From December 1, 1962 to December 1, 1963
12:01 A.M., standard time at the address of the named insured stated herein.

PREMIUM BASES: (Unless otherwise specified in schedule)		B. I.	P. D.		B. I.	P. D.
DIVISION 1 (Operations) — Each $100 of Remuneration	M:	11	31	DIVISION 3 (Independent Contractors)—Each $100 of Cost	17	37
	C:	12	32	DIVISION 4 (Products)—Each $1000 of Sales	10	30
DIVISION 1 (Premises) — Each 100 sq. ft. of Area		13	33	CONTRACTUAL—Each Agreement	21	41
DIVISION 2 (Elevators) — Each		15	35			

LOCATIONS — DIVISION OF HAZARDS CLASSIFICATIONS	Terr.	Class. Code	Premium Base (see above)	Elevator		Rates		Advance Premiums	
				Int.	Cont	Cov. A	Cov. B	Cov. A	Cov. B
Same as expiring Policy No. LR1-641-004388-821	TD72							35	Flat Charge 15
								35	15
						Annual PREMIUM		$50.00	

Audit Basis: Annual ☐ Semi-Annual ☐ Quarterly ☐ Monthly ☐ 0

In witness whereof, the company has caused this policy to be signed by its President and its Secretary at Boston, Massachusetts, and countersigned by a duly authorized representative of the company.

The policy, including all endorsements issued therewith, is hereby countersigned by ....
AUTHORIZED REPRESENTATIVE

Bryan Smith President George A. Potter Secretary

Dividend: $7.50

Work Size	Count Unit	Sales Office	Salesman	First Year	Pol. H.G.	Expiring Policy Number
6-2		Omaha-445	A. Kelley-6199	60	☐ S	LR1-821

Typed by	Date	Home State			N/R	First Policy Number
am	10/25/62	Ore.	☐ Cont. ☐ Steve.	☒ NR ☐ All Other	2	LR1-450

GPO 231A-R1 PRINTED IN U.S.A.

9

RECEIVED
DEC 10 1962

FOR FILING

5766

January 10, 1962

Southern Pacific Company
Union Station
Portland 9, Oregon

Re: North Page St. - S. E. Main St.
Unit; Eastbank Freeway
Multnomah County
Oregon Contract No. 5756

Gentlemen:

Peter Kiewit Sons' Company have extended their Property Damage Liability Policy, Liberty Mutual Insurance Company, No. LGI-641-004388-271, per the attached certificate.

approved by
C Gardner
1-12-62
fop

Very truly yours,

Ivan D. Merchant
Bridge Engineer

OAC:dl

Attachment

cc: Lloyd Shaw
F. D. Morgan
James Dun

RECEIVED
DEC 10 1962
FOR FILING

2-[illegible]

5756

January 10, 1962

Southern Pacific Company
Union Station
Portland 9, Oregon

Re: North Page St. - S. E. Main St.
Unit; Eastbank Freeway
Multnomah County
Oregon Contract No. 5756

Gentlemen:

Peter Kiewit Sons' Company have extended their Property Damage Liability Policy, Liberty Mutual Insurance Company, No. LG1-641-004383-271, per the attached certificate.

approved by
C Grund [illegible]
1-12-62
lp

Very truly yours,

Evan D. Merchant
Bridge Engineer

CAG:dl

Attachment

cc: Lloyd Shaw
F. D. Morgan
James Dox

January 10, 1962

Union Pacific Railroad Company
2525 N. Larrabee Avenue
Portland 17, Oregon

Re: North Page St. - S. E. Main St.
Unit; Eastbank Freeway
Multnomah County
Oregon Contract No. 5756

Gentlemen:

Peter Kiewit Sons' Company have extended their Property Damage Liability Policy, Liberty Mutual Insurance Company, No. LB1-641-004388-271, per the attached certificate.

Very truly yours,

Ivan D. Merchant
Bridge Engineer

CAG:dl

Attachment

cc: Lloyd Shaw
F. D. Morgan
James Dow
Mr. E. H. Brown

FORM E-30 80M 7-60 29395

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
Jan. 8, 1962

compl.
Wild R. [illegible]
Page St - Oregon St
SP EU
Rock Point - 7 [illegible]
SP Co
Williams Ave
[illegible] no [illegible]

SUBJECT: Contract Nos. 5565, 5756, 5961, & 5973
Peter Kiewit Sons' Co.

To:
Mr. C. A. Gardner
Bridge Division
Salem

Attached for processing and approval is copy of the Liberty Mutual Insurance Company Policy No. LS1-641-004388-271, expiring 12-1-62, which pertains to the above contracts.

Upon completion, will you please return the policy for our files?

Floyd Query

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

Enc.

cc Mr. G. S. Paxson

fp

AIR MAIL

LIBERTY MUTUAL
HOME OFFICE BOSTON
LIBERTY MUTUAL INSURANCE COMPANY · LIBERTY MUTUAL FIRE INSURANCE COMPANY

306 KIEWIT PLAZA, OMAHA 31, NEBRASKA ★ 341-4686

January 4, 1962

State of Oregon
Department of Highways
Salem, Oregon

Re: Peter Kiewit Sons' Co.
Comprehensive General & Automobile
Liability Policy No. LS1-641-004388-
271 effective 12-1-61

Gentlemen:

Enclosed, one (1) Certified copy of the above numbered policy for your records and file.

Very truly yours,

A J Kelley

A. J. Kelley
District Manager

AJK/cr
Encl.
cc: Mr. Jay Varner
Midwest Agencies, Inc.
1045 Kiewit Plaza
Omaha 31, Nebraska

RECEIVED
JAN 8 1962
OREGON
STATE HIGHWAY COMMISSION

50th ANNIVERSARY 1912 - - 1962

RECEIVED
DEC 10 1962

FOR FILING

[illegible]

5756

December 1, 1961

Union Pacific Railroad Company
2525 N. Larrabee Avenue
Portland 17, Oregon

Attention: Mr. C. H. Baker, Supt.

Re: Page St. - Main St. Unit
Eastbank Freeway
Portland, Oregon
Contract No. 5756

Gentlemen:

Attached find renewal certificate for Railroad Protective Policy No. LRI-641-004388-821 TD72.

Very truly yours,

Ivan D. Merchant
Bridge Engineer

CAG:dl

Attachment

cc: R. M. Brown

NOTED
I. D. MERCHANT

Salem, Oregon
Nov. 30, 1961

Contract No. 5756
Peter Kiewit Sons' Co.
N. Page St.-S. E. Main St. Unit
East Bank Freeway on Pacific Highway

Mr. Cecil A. Gardner
Bridge Division
Salem

We are attaching for processing and approval original and one copy each of the following Liberty Mutual Insurance Company's renewal certificates, expiring December 1, 1962, which pertain to the above contract:

LR1-641-004388-831 TD72 - Southern Pacific Co., assured.
LR1-641-004388-821 TD72 - OWR&N and UP Co., assured.

OREGON STATE HIGHWAY COMMISSION

Secretary

Enc.

cc Mr. G. S. Paxson

fp

RECEIVED
OREGON STATE HIGHWAY DEPT.
BRIDGE DIVISION
DEC 1 1961
AM PM
7,8,9,10,11,12,1,2,3,4,5,6

AIR MAIL

LIBERTY MUTUAL
HOME OFFICE BOSTON
LIBERTY MUTUAL INSURANCE COMPANY · LIBERTY MUTUAL FIRE INSURANCE COMPANY

~~1304 HARNEY STREET~~ OMAHA 2, NEBRASKA ★ 341-4686
306 Kiewit Plaza

November 28, 1961

State of Oregon
State Highway Department
Salem, Oregon

Re: Peter Kiewit Sons' Co.
Project No. 626-1051
I-5-6(16) 301,— Contract # 5756
Multnomah County, Oregon

Gentlemen:

Enclosed, original and four (4) copies of the renewal Certificate No. LR1-641-004388-821 renewing coverages under Policy No. LR1-641-004388-820 issued to the Oregon-Washington Railroad and Navigation Company and Union Pacific Railroad Company for an additional 12 months effective 12-1-61 to 12-1-62. Please distribute as required.

Should you have any questions regarding this enclosure, please let us hear from you.

Very truly yours,

A. J. Kelley

A. J. Kelley
District Manager

AJK/cr
Encl.

cc: Mr. Jay Varner	Oregon-Washington Railroad & Navigation
Midwest Agencies, Inc.	Company and Union Pacific Railroad Company
1045 Kiewit Plaza	836 Pittock Block
Omaha 31, Nebraska	Portland, Oregon

RECEIVED
NOV 30 1961
OREGON
STATE HIGHWAY COMMISSION

AIR MAIL

November 24, 1961

Mr. G. H. Baker, Superintendent
Union Pacific Railroad Company
2525 North Larrabee Avenue
Portland 17, Oregon

Re: Peter Kiewit Sons' Co.
Contract No. 5756,
State of Oregon

Dear Mr. Baker:

Replying to your letter of November 21, 1961 to the Oregon State Highway Department, Railroad Protective Liability Policy No. LR1-641-004388-820 issued to the Oregon-Washington Railroad & Navigation Company and Union Pacific Railroad Company is being renewed effective 12-1-61 to 12-1-62. The Renewal Certificate will be forwarded the fore part of next week.

Very truly yours,

A. J. Kelley
District Manager

AJK/cr

cc: Mr. Ivan D. Merchant, Bridge Engineer
Oregon State Highway Department
Salem, Oregon

Mr. Jay Varner
Midwest Agencies, Inc.
1045 Kiewit Plaza
Omaha 31, Nebraska

[illegible]
[illegible] DEPT.
[illegible] DIVISION

LIBERTY MUTUAL
INSURANCE COMPANY
BOSTON, MASSACHUSETTS

GENERAL LIABILITY POLICY RENEWAL CERTIFICATE

(RAILROAD PROTECTIVE FORM)

Renewal Policy No. LR1-641-004388-821 TD72

In consideration of the payment of the premium, it is agreed that the expiring policy designated below is renewed for the policy period stated below. This renewal policy is subject to all of the terms of the expiring policy as of its date of expiration, except as otherwise specified herein.

NAMED INSURED Oregon-Washington Railroad & Navigation Company and Union Pacific Railroad Company, hereinafter called Railroads and any other common carrier by rail using the Railroads' tracks

ADDRESS 836 Pittock Block, Portland, Oregon
No. Street City or Town Postal Zone No. County State

RENEWAL POLICY PERIOD: From December 1, 1961 to December 1, 1962
12:01 A.M., standard time at the address of the named insured stated herein.

PREMIUM BASES: (Unless otherwise specified in schedule)		B. I.	P. D.
DIVISION 1 (Operations) — Each $100 of Remuneration	M:	11	31
	C:	12	32
DIVISION 1 (Premises) — Each 100 sq. ft. of Area		13	33
DIVISION 2 (Elevators) — Each		15	35
DIVISION 3 (Independent Contractors)—Each $100 of Cost		17	37
DIVISION 4 (Products)—Each $1000 of Sales		10	30
CONTRACTUAL—Each Agreement		21	41

LOCATIONS — DIVISION OF HAZARDS CLASSIFICATIONS	Terr.	Class. Code	Premium Base (see above)	Elevator		Rates		Advance Premiums	
				Int.	Cont	Cov. A	Cov. B	Cov. A	Cov. B
Same as expiring Policy No. LR1-641-004388-820	TD72							Flat Charge 35	15
								35	15
				Annual		PREMIUM		$50.00	

DUPLICATE

Audit Basis: Annual ☐ Semi-Annual ☐ Quarterly ☐ Monthly ☐ 0

In witness whereof, the company has caused this policy to be signed by its President and its Secretary at Boston, Massachusetts, and countersigned by a duly authorized representative of the company.

The policy, including all endorsements issued therewith, is hereby countersigned by A Kelley
AUTHORIZED REPRESENTATIVE

Bryan Smith President George A. Potter Secretary

Dividend: $7.50

Work Size 6-2 Count Unit	Sales Office Omaha	Salesman A. Kelley	First Year 60	Pol. H.G. ☐ S	Expiring Policy Number LR1-820
Typed by gc Date 11/17/61	Home State Ore.	☒ Cont. ☒ NR ☐ Steve. ☐ All Other	N/R 2		First Policy Number LR1-450

GPO 231A-R1 PRINTED IN U.S.A.

RECEIVED
DEC 10 1962

FOR FILING

[illegible]

5756

December 1, 1961

Southern Pacific Company
Union Station
Portland 9, Oregon

Attention: A. W. Kilborn, Supt.

Re: Page St. - Main St. Unit
Eastbank Freeway
Portland, Oregon
Contract No. 5756

Gentlemen:

Attached find renewal certificate for Railroad Protective Policy No. LRI-641-004388-831 TD72.

Very truly yours,

Ivan D. Merchant
Bridge Engineer

CAG:dl

Attachment

NOTED
I. D. MERCHANT

FORM E-30 50M 7-60 29398

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
Nov. 30, 1961

SUBJECT: Contract No. 5756
Peter Kiewit Sons' Co.
N. Page St.-S. E. Main St. Unit
East Bank Freeway on Pacific Highway

To:
Mr. Cecil A. Gardner
Bridge Division
Salem

We are attaching for processing and approval original and one copy each of the following Liberty Mutual Insurance Company's renewal certificates, expiring December 1, 1962, which pertain to the above contract:

LR1-641-004388-831 TD72 - Southern Pacific Co., assured.
LR1-641-004388-821 TD72 - OWR&N and UP Co., assured.

OREGON STATE HIGHWAY COMMISSION

Floyd Query
Secretary

Enc.

cc Mr. G. S. Paxson

[illegible]
BRIDGE DIVISION
AM DEC 1 1961 PM
7,8,9,10,11,12,1,2,3,4,5,6

LIBERTY MUTUAL
HOME OFFICE BOSTON
LIBERTY MUTUAL INSURANCE COMPANY · LIBERTY MUTUAL FIRE INSURANCE COMPANY

[redacted] OMAHA 2, NEBRASKA ★ 341-4686
306 Kiewit Plaza

AIR MAIL

November 28, 1961

State of Oregon
Department of Highways
Salem, Oregon

Re: Peter Kiewit Sons' Co.
Project No. 626-1051-1-
5-6(16), Multnomah County,
Oregon 5756

Gentlemen:

Enclosed, original and four (4) copies of the renewal Certificate No. LR1-641-004388-831 renewing coverages under Policy No. LR1-641-004388-830 issued to The Southern Pacific Company for an additional 12 months effective 12-1-61 to 12-1-62. Please distribute as required.

Should you have any questions regarding this enclosure, please let us hear from you.

Very truly yours,

A. J. Kelley
District Manager

AJK/cr
Encl.
cc: Mr. Jay Varner
Midwest Agencies, Inc.
1045 Kiewit Plaza
Omaha 31, Nebraska

RECEIVED
NOV 3 0 1961
OREGON
STATE HIGHWAY COMMISSION

LIBERTY MUTUAL
INSURANCE COMPANY
BOSTON, MASSACHUSETTS

GENERAL LIABILITY POLICY RENEWAL CERTIFICATE
(RAILROAD PROTECTIVE FORM)

Renewal Policy No. LR1-641-004388-831 TD72

In consideration of the payment of the premium, it is agreed that the expiring policy designated below is renewed for the policy period stated below. This renewal policy is subject to all of the terms of the expiring policy as of its date of expiration, except as otherwise specified herein.

NAMED INSURED The Southern Pacific Company
c/o Peter Kiewit Sons' Co.

ADDRESS 1000 Kiewit Plaza, Omaha, Nebraska
No. Street City or Town Postal Zone No. County State

RENEWAL POLICY PERIOD: From December 1, 1961 to December 1, 1962
12:01 A.M., standard time at the address of the named insured stated herein.

PREMIUM BASES: (Unless otherwise specified in schedule)

		B. I.	P. D.
DIVISION 1 (Operations) — Each $100 of Remuneration	M:	11	31
	C:	12	32
DIVISION 1 (Premises) — Each 100 sq. ft. of Area		13	33
DIVISION 2 (Elevators) — Each		15	35

	B. I.	P. D.
DIVISION 3 (Independent Contractors)—Each $100 of Cost	17	37
DIVISION 4 (Products)—Each $1000 of Sales	10	30
CONTRACTUAL—Each Agreement	21	41

LOCATIONS — DIVISION OF HAZARDS CLASSIFICATIONS	Terr.	Class. Code	Premium Base (see above)	Elevator		Rates		Advance Premiums	
				Int.	Cont	Cov. A	Cov. B	Cov. A	Cov. B
Same as expiring Policy No. LR1-641-004388-830	TD72							Flat Charge 35	15
								35	15
						Annual	PREMIUM	$50.00	

DUPLICATE

Audit Basis: Annual ☐ Semi-Annual ☐ Quarterly ☐ Monthly ☐ 0

In witness whereof, the company has caused this policy to be signed by its President and its Secretary at Boston, Massachusetts, and countersigned by a duly authorized representative of the company.

The policy, including all endorsements issued therewith, is hereby countersigned by Kelley
AUTHORIZED REPRESENTATIVE

George A. Potter
PRESIDENT SECRETARY

Dividend: $7.50

Work Size / Count Unit 6-2	Sales Office Omaha	Salesman A. Kelley	First Year	Pol. H.G. ☐ S	Expiring Policy Number LR1-830
Typed by gc 11/17/61	Date	Home State Ore.	☒ Cont. ☒ NR ☐ Steve. ☐ All Other	N/R 2	First Policy Number LR1-460

GPO 231A-R1 PRINTED IN U.S.A.

RECEIVED
DEC 10 1962
FOR FILING
AIR MAIL
[illegible]
5/56

LIBERTY MUTUAL
HOME OFFICE BOSTON
LIBERTY MUTUAL INSURANCE COMPANY · LIBERTY MUTUAL FIRE INSURANCE COMPANY

~~1504 HARN~~ [illegible] OMAHA 2, NEBRASKA ★ 341-4686
306 Kiewit Plaza

November 24, 1961

State of Oregon
Department of Highways
Salem, Oregon

Re: Peter Kiewit Sons' Co.
Comprehensive General &
Automobile Liability Policy
No. LS1-641-004388-270,
expiring 12-1-61

Gentlemen:

Enclosed, our Binder No. 15918 CB extending coverage for a period of 120 days from 12-1-61. Within this 120 days we expect to have the renewal policy and just as soon as it is received we will send you a Certified Copy. We trust this will meet with your approval.

Very truly yours,

A. J. Kelley

A. J. Kelley
District Manager

AJK/cr
Encl.
cc: Mr. Jay Varner
Midwest Agencies, Inc.
1045 Kiewit Plaza
Omaha 31, Nebraska

RENEWS POLICY NO. LS1-
641-004388-270.

LIBERTY MUTUAL
INSURANCE COMPANY
BOSTON, MASSACHUSETTS

№ 15918 CB

CASUALTY INSURANCE BINDER

INSURED PETER KIEWIT SONS' CO.

ADDRESS 1000 Kiewit Plaza, Omaha 31, Nebraska

Pending the issuance of the policy or policies of the type or types described below, LIBERTY MUTUAL INSURANCE COMPANY agrees to insure the insured, but only for the coverages and hazards indicated, in accordance with the provisions of the policy or policies in current use by it. The limit of the Company's Liability or Amount of Insurance against each such coverage and hazard shall be as stated herein, subject to all the terms of the policy having reference thereto, and no insurance is provided for coverages or hazards for which no such limit or amount is stated. Issuance of the executed policy or policies voids this binder as of the effective date of such policy.

This binder may be canceled (1) by the company by written notice to the insured at the address shown above stating when thereafter such cancelation shall be effective, or (2) by the insured by mailing written notice to the company stating when thereafter such cancelation shall be effective.

This binder shall be effective on December 1, 1961 at 12:01 A. M., and, unless previously canceled, shall expire on April 1, 1962, at 12:01 o'clock A. M., Standard Time, at the address of the insured.

POLICY NUMBER (TO BE ASSIGNED)	POLICY INDEX	TYPE OF POLICY	LOCATION NUMBER	LOCATIONS TO WHICH BINDER APPLIES
LS1-641-004388- 271	LS	Comprehensive General & Automobile Liability		U.S. Its Territories & Possessions, Canada and Newfoundland
	NOTE	This binder provides the same coverages afforded under Policy No. LS1-641-004388-270 expiring 12-1-61.		

LIMITS OF LIABILITY FOR WORKMEN'S COMPENSATION, EMPLOYERS' LIABILITY AND GENERAL LIABILITY HAZARDS:

WORKMEN'S COMPENSATION AND EMPLOYERS' LIABILITY

POLICY INDEX	STATES COVERED	LIMIT OF LIABILITY COVERAGE B
		$

GENERAL LIABILITY

GENERAL LIABILITY HAZARDS: 1—PREMISES—OPERATIONS 2—ELEVATORS 3—INDEPENDENT CONTRACTORS OR STRUCTURAL ALTERATIONS 4—PRODUCTS 5—MEDICAL PAYMENTS 6—CONTRACTUAL HAZARDS INSURED AT EACH LOCATION ARE SPECIFIED IN THE "HAZARDS COVERED" COLUMN BY NUMBER	POLICY INDEX	LOCATION NUMBER	HAZARDS COVERED	BODILY INJURY LIMITS AGGREGATE FOR PRODUCTS $		PROPERTY DAMAGE LIMITS NO AGGREGATE LIMIT FOR ELEVATORS OR CERTAIN PREMISES—OPERATIONS HAZARDS	
				EACH PERSON	EACH ACCIDENT	EACH ACCIDENT	AGGREGATE
	LS		1,2,3 & 6.	$ 200,000	$ 500,000	$ 100,000	$ 250,00

AMOUNTS OF INSURANCE FOR PLATE GLASS, BURGLARY, ROBBERY AND THEFT COVERAGES:

POLICY INDEX	LOCATION NUMBER	NUMBER OF PLATES OF GLASS*	BROAD FORM — BURGLARY, ROBBERY AND THEFT			ROBBERY			SAFE BURGLARY PER SAFE	PREMISES BURGLARY	PREMISES THEFT
			INSIDE	OUTSIDE PER MESSENGER	SAFE DEPOSIT	INSIDE	OUTSIDE PER MESSENGER	PER PAYMASTER			
			$	$	$	$	$	$	$	$	$

*PER LIST SUBMITTED TO THE COMPANY, INCLUDING ONLY SPECIFIED LETTERING AND ORNAMENTATION

PREMISES BURGLARY AND PREMISES THEFT CO-INSURANCE LIMIT — $ OR %

SPECIAL PROVISIONS:

COV. C—VOLUNTARY COMPENSATION:

LIBERTY MUTUAL INSURANCE COMPANY

George A. Potter

Bryan Smith

Countersigned by A. Kelley
Authorized Representative

SALESMAN AND SALES OFFICE	
Kelley 6199 445	
POLICY ISSUING OFFICE	NEW OR REN.
Boston	R

GPO 1000 R-3 PRINTED IN U.S.A.

FORM E-30 50M 7-60 29395

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
Nov. 3, 1961

SUBJECT:
Contract No. 5756
Peter Kiewit Sons' Co.
N. Page St.-S.E. Main St. Unit
East Bank Freeway, Pacific Highway
Grading, Rock Toe Embankment,
Detour Structures

To:
Mr. Cecil A. Gardner
Bridge Division
Salem

Attached for processing and approval is copy of the Liberty Mutual Insurance Company's Certificate of Insurance No. LS1-641-004388-271 TD73, expiring December 1, 1962, which pertains to the above contract.

OREGON STATE HIGHWAY COMMISSION

Lloyd Query
Secretary

Enc.
cc Mr. G. S. Paxson

fp

RE[illegible]
OREGON [illegible]
BRIDGE DIVISION
AM PM
7,8,9,10,11,12,1,2,3,4,5,6

LIBERTY MUTUAL
INSURANCE COMPANY
BOSTON, MASSACHUSETTS

CERTIFICATE OF INSURANCE

This is to Certify that

PETER KIEWIT SONS' CO.
215 South "J" Street
Vancouver, Washington

Name and address of Insured.

is, at the date of this certificate, insured by the Company with respect to the business operations hereinafter described, for the types of insurance and in accordance with the provisions of the policy contracts hereinafter described.

POLICY NUMBER	EXPIRATION DATE	TYPE OF POLICY	LOCATIONS TO WHICH CERTIFICATE APPLIES
LS1-641-004388-271 TD73	12-1-62	Comprehensive General & Automobile Liability	U.S. Its Territories & Possessions, Canada and Newfoundland

GENERAL LIABILITY HAZARDS INSURED*	LIMITS OF LIABILITY				
	COVERAGE A BODILY INJURY			COVERAGE B PROPERTY DAMAGE	
	EACH PERSON	EACH ACCIDENT	AGGREGATE	EACH ACCIDENT	AGGREGATE
All hazards except Products	$250,000	$500,000		$250,000	$500,000
Automobiles: Owned, Non-owned & Hired	$200,000	$500,000		$250,000	

WORKMEN'S COMPENSATION COVERAGE IS AFFORDED UNDER THE WORKMEN'S COMPENSATION LAW OF THE FOLLOWING STATE(S):	WORKMEN'S COMPENSATION—LIMIT OF LIABILITY—COVERAGE B $ (INDICATE LIMIT FOR EACH STATE)

* Coverage for explosion, collapse, and underground property damage excluded ☐ included ☒

Description of Operations: Contract No. 5756, awarded July 19, 1960 for grading-rock toe embankment-detour structures on the North Page St.-SE Main St.

Special Provisions: Unit of the East Bank Freeway on Pacific Highway in Multnomah County.
Project No. 626-1051
I-5-6(16)301 PKS Job No. 2775.

Before the above stated expiration date the Company will not terminate or reduce the insurance afforded under the above numbered policies prior to 10 days after notice of such termination or reduction has been mailed to

State of Oregon
State Highway Commission
Salem, Oregon

LIBERTY MUTUAL INSURANCE COMPANY

J. Kelley

AUTHORIZED REPRESENTATIVE

Dated November 1, 1961 at Omaha, Nebraska cr

GPO 66A Ed. 15 PRINTED IN U.S.A.

RECEIVED
DEC 1 1962
FOR FILMING

G. H. BAKER
SUPERINTENDENT
OREGON DIVISION
5756

UNION PACIFIC RAILROAD COMPANY

DEPARTMENT OF OPERATION

2525 NO. LARRABEE AVE.
PORTLAND 17, OREGON

JANUARY 4, 1961

Ref. File: D 9016 - 32 - 29

Mr. Ivan D. Merchant,
Bridge Engineer
Oregon State Highway Department
Salem, Oregon

Dear Mr. Merchant:

Railroad Protective Insurance
East Bank Freeway

This is to advise you that Liberty Mutual Insurance Company policy No. LR1-641-004388-820, renewing the coverage of Peter Kiewit Sons' Co. on the East Bank Freeway, has been approved by the Railroad.

Yours very truly,

G H Baker
G. H. Baker,
Superintendent

cc: Mr. James Don,
Resident Engineer
and
Mr. Lloyd P. Shaw,
Division Engineer
Oregon State Highway Dept.
Box 4699
Portland 2, Oregon

CONSTRUCTION DIVISION
RECEIVED
JAN 9 1961
NOTED-- ☐ ☐ ☐ ☑ ☐

RECEIVED
JAN
OREGON STATE HIGHWAY DEPARTMENT

UNION PACIFIC RAILROAD COMPANY

DEPARTMENT OF OPERATION

G. H. BAKER
SUPERINTENDENT
OREGON DIVISION

2826 NO. LARRABEE AVE.
PORTLAND 17, OREGON

DECEMBER 9, 1960

Ref. File D 9016 - 32 - 29

Mr. Ivan D. Merchant,
Bridge Engineer
Oregon State Highway Department
Salem, Oregon

Dear Mr. Merchant:

EAST BANK FREEWAY

Your letter of November 30th transmitted two copies of Liberty Mutual Insurance Company's Policy No. LR1-641-04388-820 furnished by Peter Kiewit Sons' Co., in connection with the captioned project.

One copy of the policy accompanying your letter, is returned herewith. It will be appreciated if in its place you will send original of the policy for our records.

Yours very truly,

G. H. Baker

G. H. Baker,
Superintendent

With orig. pol. by
UPCo 1/4/61 Zog

enc.

Phoned to Ins. office
P-K. on 12/13 and read
the letter to office mgr.
IDM

RECEIVED
DEC 12 1960
OREGON STATE HIGHWAY DEPARTMENT

November 30, 1960

Union Pacific Railroad Company
2525 N. Larrabee Avenue
Portland 17, Oregon

#5756

Attention: Mr. G. N. Baker
Superintendent

RE: East Bank Freeway
Ref. File: D 9016-32-29

Dear Sir:

Reference is made to your letter of November 15, concerning contractor's insurance on the above project.

I am attaching two (2) copies of Peter Kiewit Sons' Company's Policy Liberty Mutual No. LK1-641-004388-820. This extends the contractor's insurance coverage to December 1, 1961.

Very truly yours,

Ivan D. Merchant
Bridge Engineer

CAG:nk
Attachments

cc: Mr. Tom Edwards
Mr. Lloyd Shaw
Mr. James Don
Mr. R. N. Brown, District Engineer
Northwestern District
829 Pittock Block
Portland, Oregon

[illegible]

LIBERTY MUTUAL
HOME OFFICE: BOSTON
LIBERTY MUTUAL INSURANCE COMPANY - LIBERTY MUTUAL FIRE INSURANCE COMPANY

809 REDICK TOWER BUILDING, 1504 HARNEY STREET, OMAHA 2, NEBRASKA ★ ATLANTIC 4686

November 28, 1960

Oregon State Highway Commission
Salem, Oregon

Attn: Mr. Ivan D. Merchant, Bridge Engineer

Re: Project No. 626-1051-I-5-6(16)301,
Contract No. 5756.

Gentlemen:

Enclosed, original and four (4) copies of Railroad Protective Policy No. LR1-641-004388-820 issued to the Oregon-Washington Railroad & Navigation Company and Union Pacific Railroad Company, effective 12/1/60 to 12/1/61.

Please distribute as required.

Very truly yours,

A. J. Kelley
District Manager

AJK/cr
Encl.
cc: Mr. Jack Stroh
Midwest Agencies, Inc.
1101 Omaha Nat'l Bank Bldg.
Omaha, Nebraska

UNION PACIFIC RAILROAD COMPANY

DEPARTMENT OF OPERATION

G. H. BAKER
SUPERINTENDENT
OREGON DIVISION

2525 NO. LARRABEE AVE.
PORTLAND 17, OREGON

NOVEMBER 25, 1960

Ref. File: D 9016-32-29

Mr. Ivan D. Merchant,
Bridge Engineer
Oregon State Highway Department
Salem, Oregon

Dear Mr. Merchant:

EAST BANK FREEWAY, PORTLAND

Liberty Mutual Insurance policy LR1-641-004388-450 TD 72 furnished the Railroads by Peter Kiewit Sons' Co. on the captioned project, will expire December 1st, next.

It is understood that Peter-Kiewit Sons' Co. secure their insurance on a year-to-year basis. Will you please arrange for a new policy from December 1, 1960?

Yours very truly,

G. H. Baker

G. H. Baker,
Superintendent

cc: Peter Kiewit Sons' Co.
P. O. Box 1777
Vancouver, Washington

RECEIVED

LIBERTY MUTUAL
INSURANCE COMPANY
HOME OFFICE: BOSTON

(A Mutual Insurance Company, Herein Called the Company)

Agrees with the insured, named in the declarations made a part hereof, in consideration of the payment of the premium and in reliance upon the statements in the declarations made by the named insured and subject to all of the terms of this policy:

INSURING AGREEMENTS

I. COVERAGE A - BODILY INJURY LIABILITY To pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of bodily injury, sickness or disease, including death at any time resulting therefrom, hereinafter called "bodily injury", either (1) sustained by any person arising out of acts or omissions at the designated job site which are related to or are in connection with the work described in Item 6 of the declarations, or (2) sustained at the designated job site by the contractor or any employee of the contractor or by any designated employee of the insured whether or not arising out of such acts or omissions.

COVERAGE B - PROPERTY DAMAGE LIABILITY To pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of physical injury to or destruction of property, including loss of use of any property due to such injury or destruction hereinafter called "property damage", arising out of acts or omissions at the designated job site which are related or are in connection with the work described in Item 6 of the declarations.

COVERAGE C - PHYSICAL DAMAGE TO PROPERTY To pay for direct and accidental loss of or damage to rolling stock and their contents, mechanical construction equipment, or motive power equipment, hereinafter called loss, arising out of acts or omissions at the designated job site which are related to or are in connection with the work described in Item 6 of the declarations; provided such property is owned by the named insured or is leased or entrusted to the named insured under a lease or trust agreement.

II. DEFINITIONS

(a) Insured - The unqualified word "insured" includes the named insured and also includes any executive officer, director or stockholder thereof while acting within the scope of his duties as such.

(b) Contractor - The word "contractor" means the contractor designated in Item 4 of the declarations and includes all subcontractors of said contractor but shall not include the named insured.

(c) Designated Employee of the Insured - The words "designated employee of the insured" mean:

(1) any supervisory employee of the insured at the job site,
(2) any employee of the insured while operating, attached to or engaged on work trains or other railroad equipment at the job site which are assigned exclusively to the contractor, or
(3) any employee of the insured not within (1) or (2) who is specifically loaned or assigned to the work of the contractor for prevention of accidents or protection of property, the cost of whose services is borne specifically by the contractor or by governmental authority.

(d) Contract - The word "contract" means any contract or agreement to carry a person or property for a consideration or any lease, trust or interchange contract or agreement respecting motive power, rolling stock or mechanical construction equipment.

III. DEFENSE, SETTLEMENT, SUPPLEMENTARY PAYMENTS With respect to such insurance as is afforded by this policy under coverages A and B, the company shall:

(a) defend any suit against the insured alleging such bodily injury or property damage and seeking damages which are payable under the terms of this policy, even if any of the allegations of the suit are groundless, false or fraudulent, but the company may make such investigation and settlement of any claim or suit as it deems expedient;

(b) pay, in addition to the applicable limits of liability:

(1) all expenses incurred by the company, all costs taxed against the insured in any such suit and all interest on the entire amount of any judgment therein which accrues after entry of the judgment and before the company has paid or tendered or deposited in court that part of the judgment which does not exceed the limit of the company's liability thereon;

(2) premiums on appeal bonds required in any such suit, premiums on bonds to release attachments for an amount not in excess of the applicable limit of liability of this policy, but without obligation to apply for or furnish any such bonds;

(3) expenses incurred by the insured for such immediate medical and surgical relief to others as shall be imperative at the time of the occurrence;

(4) all reasonable expenses, other than loss of earnings, incurred by the insured at the company's request.

IV. POLICY PERIOD, TERRITORY This policy applies only to occurrences and losses during the policy period and within the United States of America, its territories or possessions, or Canada.

EXCLUSIONS

This policy does not apply:

(a) to liability assumed by the insured under any contract or agreement except a contract as defined herein;

(b) to bodily injury or property damage caused intentionally by or at the direction of the insured;

(c) to bodily injury, property damage or loss which occurs after notification to the named insured of the acceptance of the work by the governmental authority, other than bodily injury, property damage or loss resulting from the existence or removal of tools, uninstalled equipment and abandoned or unused materials;

(d) under coverages A (1), B and C, to bodily injury, property damage or loss, the sole proximate cause of which is an act or omission of any insured other than acts or omissions of any designated employee of any insured;

(e) under coverage A, to any obligation for which the insured or any carrier as his insurer may be held liable under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law; provided that the Federal Employers' Liability Act, U.S. Code (1946) Title 45, Sections 51-60, as amended, shall for the purposes of this insurance be deemed not to be any similar law;

(f) under coverage B, to injury to or destruction of property (i) owned by the named insured or (ii) leased or entrusted to the named insured under a lease or trust agreement.

CONDITIONS

1. Premium The premium bases and rates for the hazards described in the declarations are stated therein. Premium bases and rates for hazards not so described are those applicable in accordance with the manuals in use by the company.

The term "contract cost" means the total cost of all work described in Item 6 of the declarations.

The term "rental cost" means the total cost to the contractor for rental of work trains or other railroad equipment, including the remuneration of all employees of the insured while operating, attached to or engaged thereon.

The advance premium stated in the declarations is an estimated premium only. Upon termination of this policy the earned premium shall be computed in accordance with the company's rules, rates, rating plans, premiums and minimum premiums applicable to this insurance. If the earned premium thus computed exceeds the estimated

advance premium paid, the company shall look to the contractor specified in the declarations for any such excess; if less, the company shall return to the said contractor the unearned portion paid.

In no event shall payment of premium be an obligation of the named insured.

2. **INSPECTION** The named insured shall make available to the company records of information relating to the subject matter of this insurance.

The company shall be permitted to inspect all operations in connection with the work described in Item 6 of the declarations.

3. **LIMITS OF LIABILITY - COVERAGE A** The limit of bodily injury liability stated in the declarations as applicable to "each person" is the limit of the company's liability for all damages, including damages for care and loss of services, arising out of bodily injury sustained by one person as the result of any one occurrence; the limit of such liability stated in the declarations as applicable to "each occurrence" is, subject to the above provision respecting each person, the total limit of the company's liability for all such damage arising out of bodily injury sustained by two or more persons as the result of any one occurrence.

LIMITS OF LIABILITY - COVERAGES B AND C The limit of liability under coverages B and C stated in the declarations as applicable to "each occurrence" is the total limit of the company's liability for all damages and all loss under coverages B and C combined arising out of physical injury to, destruction or loss of all property of one or more persons or organizations, including the loss of use of any property due to such injury or destruction under coverage B, as the result of any one occurrence.

Subject to the above provision respecting "each occurrence", the limit of liability under coverages B and C stated in the declaration as "aggregate" is the total limit of the company's liability for all damages and all loss under coverages B and C combined arising out of physical injury to, destruction or loss of property, including the loss of use of any property due to such injury or destruction under Coverage B.

Under coverage C, the limit of the company's liability for loss shall not exceed the actual cash value of the property, or if the loss is of a part thereof the actual cash value of such part, at the time of loss, nor what it would then cost to repair or replace the property or such part thereof with other of like kind and quality.

5. **SEVERABILITY OF INTERESTS - COVERAGES A AND B** The term "the insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limits of the company's liability

6. **NOTICE** In the event of an occurrence or loss, written notice containing particulars sufficient to identify the insured and also reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the injured and of available witnesses, shall be given by or for the insured to the company or any of its authorized agents as soon as practicable. If claim is made or suit is brought against the insured, he shall immediately forward to the company every demand, notice, summons or other process received by him or his representative.

7. **ASSISTANCE AND COOPERATION OF THE INSURED - COVERAGES A AND B** The insured shall cooperate with the company and, upon the company's request, attend hearings and trials and assist in making settlements, securing and giving evidence, obtaining the attendance of witnesses and in the conduct of suits. The insured shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expense other than for such immediate medical and surgical relief to others as shall be imperative at the time of accident.

8. **ACTION AGAINST COMPANY - COVERAGES A AND B** No action shall lie against the company unless, as a condition precedent thereto, the insured shall have fully complied with all the terms of this policy, nor until the amount of the insured's obligation to pay shall have been finally determined either by judgment against the insured after actual trial or by written agreement of the insured, the claimant and the company.

Any person or organization or the legal representstive thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. No person or organization shall have any right under this policy to join the company as a party to any action against the insured to determine the insured's liability. Bankruptcy or insolvency of the insured or of the insured's estate shall not relieve the company of any of its obligations hereunder.

COVERAGE C No action shall lie against the company unless, as a condition precedent thereto, there shall have been full compliance with all the terms of this policy nor until thirty days after proof of loss is filed and the amount of loss is determined as provided in this policy.

9. **INSURED'S DUTIES IN EVENT OF LOSS - COVERAGE C** In the event of loss the insured shall:

(a) protect the property, whether or not the loss is covered by this policy, and any further loss due to the insured's failure to protect shall not be recoverable under this policy; reasonable expenses incurred in affording such protection shall be deemed incurred at the company's request;

(b) file with the company, as soon as practicable after loss, his sworn proof of loss in such form and including such information as the company may reasonably require and shall, upon the company's request, exhibit the damaged property.

10. **APPRAISAL - COVERAGE C** If the insured and the company fail to agree as to the amount of loss, either may, within 60 days after proof of loss is filed, demand an appraisal of the loss. In such event the insured and the company shall each select a competent appraiser, and the appraisers shall select a competent and disinterested umpire. The appraisers shall state separately the actual cash value and the amount of loss and failing to agree shall submit their differences to the umpire. An award in writing of any two shall determine the amount of loss. The insured and the company shall each pay his chosen appraiser and shall bear equally the other expenses of the appraisal and umpire.

The company shall not be held to have waived any of its rights by any act relating to appraisal.

11. PAYMENT OF LOSS - COVERAGE C The company may pay for the loss in money but there shall be no abandonment of the damaged property to the company.

12. NO BENEFIT TO BAILEE - COVERAGE C The insurance afforded by this policy shall not enure directly or indirectly to the benefit of any carrier or bailee, other than the named insured, liable for loss to the property.

13. SUBROGATION In the event of any payment under this policy, the company shall be subrogated to all the insured's rights of recovery therefor against any person or organization and the insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The insured shall do nothing after loss to prejudice such rights.

14. APPLICATION OF INSURANCE The insurance afforded by this policy is primary insurance.

15. THREE YEAR POLICY A policy period of three years is comprised of three consecutive annual periods. Computation and adjustment of earned premium shall be made at the end of each annual period. Aggregate limits of liability as stated in this policy shall apply separately to each annual period.

16. CHANGES Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy or estop the company from asserting any right under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part of this policy, signed by the President or a Vice-President and the Secretary or an Assistant Secretary of the company and, if such signatures are facsimile signatures, countersigned by a duly authorized representative of the company.

17. ASSIGNMENT Assignment of interest under this policy shall not bind the company until its consent is endorsed hereon.

18. CANCELATION This policy may be canceled by the named insured by mailing to the company written notice stating when thereafter the cancelation shall be effective. This policy may be canceled by the company by mailing to the named insured, contractor and governmental authority at the respective addresses shown in this policy written notice stating when not less than thirty days thereafter such cancelation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The effective date and hour of cancelation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the named insured or by the company shall be equivalent to mailing.

If the named insured cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the company cancels, earned premium shall be computed pro rata. Premium adjustment may be made either at the time cancelation is effected or as soon as practicable after cancelation becomes effective, but payment or tender of unearned premium is not a condition of cancelation.

19. DECLARATIONS By acceptance of this policy the named insured agrees that such statements in the declarations as are made by him are his agreements and representations, that this policy is issued in reliance upon the truth of such representations and this policy embodies all agreements existing between himself and the company or any of its agents relating to this insurance.

20. MUTUAL POLICY CONDITIONS This policy is non-assessable. The policyholder is a member of the company and shall participate, to the extent and upon the conditions fixed and determined by the board of directors in accordance with the provisions of law, in the distribution of dividends, so fixed and determined.

In witness whereof, the company has caused this policy to be signed by its President and its Secretary at Boston, Massachusetts, and countersigned by a duly authorized representative of the company.

George A. Potter
SECRETARY

Bryan Smith
PRESIDENT

The policy, including all endorsements issued therewith, is hereby countersigned by

A. J. Kellee J. F. Gangraw
AUTHORIZED REPRESENTATIVE

DECLARATIONS

LIBERTY MUTUAL
INSURANCE COMPANY
HOME OFFICE BOSTON

Railroad Protective Liability Policy

No. LR1-641-004388-820 TD72

Item 1. Named Insured: Oregon-Washington Railroad & Navigation Company and Union Pacific Railroad Company, hereinafter called Railroads and any other common carrier by rail using the Railroads' Tracks

Address: 836 Pittock Block, Portland 5, Oregon
No. Street Town or City Postal Zone No. State

Item 2. Policy Period: From December 1, 1960 to December 1, 1961
12:01 A. M., standard time at the designated job site as stated herein.

Item 3. The insurance afforded is only with respect to such of the following coverages as are indicated by specific premium charge or charges. The limit of the company's liability against such coverage or coverages shall be as stated herein, subject to all the terms of this policy having reference thereto.

	LIMITS OF LIABILITY	
COVERAGE A — BODILY INJURY LIABILITY	$ 250,000	each person
	$ 500,000	each occurrence
COVERAGE B — PROPERTY DAMAGE LIABILITY & COVERAGE C — PHYSICAL DAMAGE TO PROPERTY	$ 250,000	each occurrence
	$ 500,000	aggregate

Item 4. Name and Address of Contractor: Peter Kiewit Sons' Co.
1024 Omaha National Bank Building
Omaha, Neb.

Item 5. Name and Address of Governmental Authority for whom the work by the contractor is being performed:
State of Oregon, acting by and through its State Highway Commission, Salem, Ore.

Item 6. Designation of the Job Site and Description of Work:
Project No. 626-1051 I-5-6(16) 301, Contract No. 5756, awarded July 19, 1960, for grading-rock toe embankment-detour structures on the North Page St.-SE Main St. Unit of the East Bank Freeway on Pacific Hgwy. in Mulnomah County PKS Job No. 2775

CLASSIFICATION	Code No.	Premium Bases (a) Contract Cost (b) Rental Cost	Rates (a) Per $100 of Contract Cost (b) Per $100 of Rental Cost		ADVANCE PREMIUMS	
			Coverage A	Coverages B&C	COVERAGE A	COVERAGES B&C
					Flat	Charge
Railroad Protective Liability	0542BS				35.	15.

Total Advance Premium $ 50.00

Minimum Premiums: Cov. A Cov. B&C

Deposit Premium $ 50.00

Work Count Size	Unit	Sales Office	Salesman	First Year	Pol. H.G.	Renewal of
Y2		Omaha-045	1-Kelley-6199	1960	☐ S	LR1-450

Typed by	Date	Home State	Prem.	Div.	Audit Basis	Periodic Payment		
aw	11/14/60	Ore.	$	$	F. C.	$	☐ Cont ☐ Steve.	☐ Mfg. ☒ All Other

Und-G 215 Special (A.A.S.H.O. Form)

PHYSICAL DAMAGE TO PROPERTY - COVERAGE C
(Nuclear Exclusion)

It is agreed that the policy does not apply, under Coverage C, to loss due to nuclear reaction, nuclear radiation or radio-active contamination or to any act or condition incident to any of the foregoing.

LIBERTY MUTUAL INSURANCE COMPANY

Bryan Smith
PRESIDENT

George A. Potter
SECRETARY

Countersigned by ....
AUTHORIZED REPRESENTATIVE

Sales Office & No.

End. Serial No. 4

Premium $

Effective Date
Expiration Date
Audit Basis
For attachment
to Policy No. LR1-641-004388-820

Issued to
296LM
Work Count

102 ED. 2 NS
ASMC Printed in U.S.A.

Issued

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT
(Broad Form)

It is agreed that the policy does not apply:

I. Under **Coverages A and** B, to injury, sickness, disease, death or destruction

(a) with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

(b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

II. Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to immediate medical or surgical relief, to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.

III. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if

(a) the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (2) has been discharged or dispersed therefrom;

(b) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or

(c) the injury, sickness, disease, death or destruction arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.

IV. As used in this endorsement:

"hazardous properties" include radioactive, toxic or explosive properties;

"nuclear material" means source material, special nuclear material or byproduct material;

"source material", **"special nuclear material"**, and **"byproduct material"** have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;

"waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof;

(Continued on Page 2)

"nuclear facility" means

(a) any nuclear reactor,

(b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,

(c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,

(d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste, and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

With respect to injury to or destruction of property, the word **"injury"** or **"destruction"** includes all forms of radioactive contamination of property.

LIBERTY MUTUAL INSURANCE COMPANY

Bryan Smith
PRESIDENT

George A. Potter
SECRETARY

Premium $

Effective Date
Expiration Date
Audit Basis
For attachment
to Policy No. LR1-641-004388-820

Issued to

Countersigned by T. J. Kelley
AUTHORIZED REPRESENTATIVE

Issued

Endorsement Serial No. 3

2234 R.P.
MB A&G 661A
10-1-59
Page 2

ENDORSEMENT REGARDING PREMIUMS AND DIVIDENDS

Upon acceptance of the policy the named insured agrees that return premiums, premium refunds and dividends, if any, which become payable under the policy are hereby assigned to, and the named insured directs the company to pay the same to

Peter Kiewit Sons' Co.

who has assumed and agreed to fulfill all present and future obligations of the named insured with respect to the payment of premiums under the said policy.

LIBERTY MUTUAL INSURANCE COMPANY

Bryan Smith
PRESIDENT

George A. Potter
SECRETARY

Premium $

Effective Date
Expiration Date
Audit Basis
For attachment
to Policy No. LR1-641-004388-820

Issued to

Countersigned by A. Kelley
AUTHORIZED REPRESENTATIVE

Sales Office and No.

End. Serial No. 2

1985 Issued
LP LS LT LU

PRINTED IN U.S.A.

AMENDATORY ENDORSEMENT

It is agreed that:

This insurance is written upon the application and representations of Peter Kiewit Sons' Co. and it is understood and agreed that the Oregon-Washington Railroad & Navigation Company and Union Pacific Railroad Company hereinafter called Railroads and any other common carrier by rail using the Railroads' Tracks, as the insureds under the policy to which this endorsement is attached shall not be:

1. Considered as a member of a mutual or the Company
2. Liable for payment of any premium or premiums
3. Entitled to any return premium or dividend; or
4. Liable for assessment of any nature.

It is further agreed, with respect to Item 19 of the Conditions, that only the declarations made by the named insured are its representations.

LIBERTY MUTUAL INSURANCE COMPANY

Bryan Smith
PRESIDENT

George A. Potter
SECRETARY

Premium $

Effective Date
Expiration Date
Audit Basis
For attachment
to Policy No. LR1-641-004388-820

Issued to

Work Count

Countersigned by
AUTHORIZED REPRESENTATIVE

102 ED. 2 NS
ASMC PRINTED IN U.S.A.

Issued

Sales Office & No.

End. Serial No. 1

RAILROAD PROTECTIVE LIABILITY POLICY

DUPLICATE

No. LR1-641-004388-820

ISSUED TO Oregon-Washington Railroad & Navigation Company and Union Pacific Railroad Company, hereinafter called Railroads and any other common carrier by rail using the Railroads' Tracks

Expired

EXPIRES December 1, 1961

LIBERTY MUTUAL
INSURANCE COMPANY
HOME OFFICE: BOSTON
The Company that stands by you

The named insured is hereby notified that by virtue of this policy he is a member of Liberty Mutual Insurance Company and is entitled to vote either in person or by proxy at any and all meetings of said company.

This policy is classified in Dividend Class I — General Class.

The annual meetings are held at its home office, Boston, Massachusetts, on the second Wednesday of April in each year, at eleven o'clock in the morning.

This policy is nonassessable.

UND-G 41-R1

RAILROAD PROTECTIVE LIABILITY POLICY

DUPLICATE

No. LR1-641-004388-820

ISSUED TO Oregon-Washington Railroad & Navigation Company and Union Pacific Railroad Company, hereinafter called Railroads and any other common carrier by rail using the Railroads' Tracks

Expired

EXPIRES December 1, 1961

LIBERTY MUTUAL
INSURANCE COMPANY
HOME OFFICE: BOSTON
The Company that stands by you

The named insured is hereby notified that by virtue of this policy he is a member of Liberty Mutual Insurance Company and is entitled to vote either in person or by proxy at any and all meetings of said company.

This policy is classified in Dividend Class I — General Class.

The annual meetings are held at its home office, Boston, Massachusetts, on the second Wednesday of April in each year, at eleven o'clock in the morning.

This policy is nonassessable.

UND-G 41-R1

9

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5756

November 21, 1960

Union Pacific Railroad Company
2525 N. Larrabee Avenue
Portland 17, Oregon

Attention: Mr. G. M. Baker
Superintendent

RE: N. Page St.-S.E. Main St. Sect.
of Eastbank Freeway
Oregon Contract #5756

Dear Sir:

Herewith Certificate of Insurance furnished by Peter Kiewit Sons' Company, extending Liberty Mutual Policy No. LS1-641-004388-270 TD 73 to December 1, 1961.

Very truly yours,

Ivan D. Merchant
Bridge Engineer

CAG:mk
Enclosure

cc: Mr. R. M. Brown, District Engineer
Northwestern District
829 Pittock Block
Portland, Oregon

Salem, Oregon
Nov. 18, 1960

Peter Kiewit Sons' Co. Insurance

Mr. Cecil A. Gardner
Bridge Division
Salem

Attached for processing and approval are copies of Liberty Mutual Insurance Company's Certificates of Insurance on Policy LG1-641-004388-270 TD 73, expiring 12-1-61, pertaining to the following contracts:

Assured	Contract No.
Peter Kiewit Sons' Co.	5736 - N. Page St.-S.E. Main St. Unit of East Bank Freeway on Pacific Highway.
"	5645 - Willamette River Bridge and Judkins Pt. Overcrossing of SPRR.
"	General coverage of operations of State of Oregon, etc.

We would appreciate having the copies returned for our insurance file.

OREGON STATE HIGHWAY COMMISSION

Secretary

Enc.

cc Mr. G. S. Paxson

CWM:fp

LIBERTY MUTUAL
INSURANCE COMPANY
BOSTON, MASSACHUSETTS

CERTIFICATE OF INSURANCE

This is to Certify that

PETER KIEWIT SONS' CO.
215 So. "J" Street
Vancouver, Washington

← **Name and address of Insured.**

is, at the date of this certificate, insured by the Company with respect to the business operations hereinafter described, for the types of insurance and in accordance with the provisions of the policy contracts hereinafter described.

POLICY NUMBER	EXPIRATION DATE	TYPE OF POLICY	LOCATIONS TO WHICH CERTIFICATE APPLIES
LS1-641-004388-270 TD 73	12/1/61	Comprehensive General & Automobile Liability	U.S. Its Territories & Possessions, Canada and Newfoundland

GENERAL LIABILITY HAZARDS INSURED*	LIMITS OF LIABILITY				
	COVERAGE A BODILY INJURY			COVERAGE B PROPERTY DAMAGE	
	EACH PERSON	EACH ACCIDENT	AGGREGATE	EACH ACCIDENT	AGGREGATE
All hazards except Products	$250,000	$500,000		$250,000	$500,000
Automobiles: Owned, Non-owned & Hired	$200,000	$500,000		$250,000	

WORKMEN'S COMPENSATION COVERAGE IS AFFORDED UNDER THE WORKMEN'S COMPENSATION LAW OF THE FOLLOWING STATE(S):	WORKMEN'S COMPENSATION—LIMIT OF LIABILITY—COVERAGE B $ (INDICATE LIMIT FOR EACH STATE)

* Coverage for explosion, collapse, and underground property damage excluded ☐ included ☒

Description of Operations: Contract No. 5756, awarded July 19, 1960, for grading-rock too embankment-detour structures on the North Page St.-SE Main St. Unit of the East Bank Freeway on Pacific Highway in Multnomah County.

Special Provisions: Project No. 626-1051
I-5-6(16)301 PKS Job No. 2775

Before the above stated expiration date the Company will not terminate or reduce the insurance afforded under the above numbered policies prior to 10 days after notice of such termination or reduction has been mailed to

State of Oregon
State Highway Commission
Salem, Oregon

LIBERTY MUTUAL INSURANCE COMPANY

Dated November 3, 1960 at Omaha, Nebraska

AUTHORIZED REPRESENTATIVE

GPO 66A Ed. 15 PRINTED IN U.S.A. (7/60) cr

LIBERTY MUTUAL
INSURANCE COMPANY
BOSTON, MASSACHUSETTS

CERTIFICATE OF INSURANCE

This is to Certify that

PETER KIEWIT SONS' CO.
1024 Omaha National Bank Bldg.
Omaha, Nebraska

Name and address of Insured.

is, at the date of this certificate, insured by the Company with respect to the business operations hereinafter described, for the types of insurance and in accordance with the provisions of the policy contracts hereinafter described.

POLICY NUMBER	EXPIRATION DATE	TYPE OF POLICY	LOCATIONS TO WHICH CERTIFICATE APPLIES
LS1-641-004388-270 TD 73	12/1/61	Comprehensive General & Automobile Liability	U.S. Its Territories & Possessions, Canada and Newfoundland

GENERAL LIABILITY HAZARDS INSURED*	LIMITS OF LIABILITY				
	COVERAGE A BODILY INJURY			COVERAGE B PROPERTY DAMAGE	
	EACH PERSON	EACH ACCIDENT	AGGREGATE	EACH ACCIDENT	AGGREGATE
All hazards except Products	$200,000	$500,000		$100,000	$250,000
Automobiles: Owned, Non-owned & Hired	$200,000	$500,000		$250,000	

WORKMEN'S COMPENSATION
COVERAGE IS AFFORDED UNDER THE WORKMEN'S COMPENSATION LAW OF THE FOLLOWING STATE(S):

WORKMEN'S COMPENSATION—LIMIT OF LIABILITY—COVERAGE B
$
(INDICATE LIMIT FOR EACH STATE)

* Coverage for explosion, collapse, and underground property damage excluded ☐ included ☒

Description of Operations: The State of Oregon by and through its State Highway Commission, officers, agents and employees, jointly and severally, as additional insured.

Special Provisions:

Before the above stated expiration date the Company will not terminate or reduce the insurance afforded under the above numbered policies prior to 10 days after notice of such termination or reduction has been mailed to

Oregon State Highway Commission
Salem, Oregon

LIBERTY MUTUAL INSURANCE COMPANY

A. J. Kelley

AUTHORIZED REPRESENTATIVE

Dated November 3, 1960 at Omaha, Nebraska

cr

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DEC 10 1962
FOR FILING

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G. H. BAKER
SUPERINTENDENT
OREGON DIVISION

5756

UNION PACIFIC RAILROAD COMPANY

DEPARTMENT OF OPERATION

2525 NO. LARRABEE AVE.
PORTLAND 17, OREGON

File
contr 5756

OCTOBER 7, 1960

Ref. File D 9016-32-29

Mr. Ivan D. Merchant,
Bridge Engineer
Oregon State Highway Department
Salem, Oregon

Dear Mr. Merchant:

N. Page - Main St. Unit --
East Bank Freeway - Portland

This is to advise you that Liberty Mutual Insurance Company policy No. LR1-641-004388-450 TD 72, furnished by Peter Kiewit Sons' Co., in connection with the captioned project, has been approved by the Railroads.

OK

Yours very truly,

G. H. Baker

G. H. Baker,
Superintendent

September 22, 1960

Union Pacific Railroad Company
2525 N. Larrabee Avenue
Portland 17, Oregon

Attention: Mr. G. H. Baker
Superintendent

RE: N. Page St.-S.E. Main St. Unit
East Bank Freeway - Portland
Contract #5756

Dear Sir:

Reference is made to my letter of September 19, submitting contractor's insurance for the above project. The contractor's insurance agent has submitted correction sheets to be substituted in the policy forwarded you. A copy of the corrected sheets are attached hereto.

Will you please make the necessary substitution in the policy you now have.

Very truly yours,

Ivan D. Merchant
Bridge Engineer

CAG:mk
Attachments

cc: Peter Kiewit Sons' Company
Lloyd Shaw
R. M. Brown, District Engineer
Northwestern District

LIBERTY MUTUAL
HOME OFFICE BOSTON

LIBERTY MUTUAL INSURANCE COMPANY · LIBERTY MUTUAL FIRE INSURANCE COMPANY

175 BERKELEY STREET, BOSTON 17, MASSACHUSETTS ★ LIberty 2-4850

September 20, 1960

Oregon State Highway Dept.
Salem, Oregon

ATT: Mr. Ivan D. Merchant, Bridge Engineer

Dear Mr. Merchant

We are enclosing corrected pages to replace those containing errors in the policy we mailed September 16,1960.

We regret that this policy went out containing these errors.

Very truly yours,
1

H B Skidmore
H. B. SKIDMORE
Underwriter

HBS:coc

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DECLARATIONS

LIBERTY MUTUAL
INSURANCE COMPANY
HOME OFFICE BOSTON

Railroad Protective Liability Policy

No. LR1-641-004388-450 TD72

Item 1. Named Insured: Oregon-Washington Railroad & Navigation Company and Union Pacific Railroad Company, hereinafter called Railroads and any other common carrier by rail using the Railroads' Tracks

Address: 836 Pittock Block, Portland 5, Oregon
No. Street Town or City Postal Zone No. State

Item 2. Policy Period: From July 25, 1960 to December 1, 1960
12:01 A. M., standard time at the designated job site as stated herein.

Item 3. The insurance afforded is only with respect to such of the following coverages as are indicated by specific premium charge or charges. The limit of the company's liability against such coverage or coverages shall be as stated herein, subject to all the terms of this policy having reference thereto.

	LIMITS OF LIABILITY	
COVERAGE A — BODILY INJURY LIABILITY	$ 250,000	each person
	$ 500,000	each occurrence
COVERAGE B — PROPERTY DAMAGE LIABILITY & COVERAGE C — PHYSICAL DAMAGE TO PROPERTY	$ 250,000	each occurrence
	$ 500,000	aggregate

Item 4. Name and Address of Contractor: Peter Kiewit Sons' Co.
1024 Omaha National Bank Building
Omaha, Neb.

Item 5. Name and Address of Governmental Authority for whom the work by the contractor is being performed: State of Oregon, acting by and through its State Highway Commission, Salem, Ore.

Item 6. Designation of the Job Site and Description of Work: Project No. 626-1051 I-5-6(16) 301, Contract No. 5756, awarded July 19, 1960, for grading-rock toe embankment-detour structures on the North Page St.-SE Main St. Unit of the East Bank Freeway on Pacific Hgwy. in Multnomah County PKS Job No. 2775

CLASSIFICATION	Code No.	Premium Bases (a) Contract Cost (b) Rental Cost	Rates (a) Per $100 of Contract Cost (b) Per $100 of Rental Cost: Coverage A	Rates: Coverages B&C	ADVANCE PREMIUMS: COVERAGE A	ADVANCE PREMIUMS: COVERAGES B&C
Railroad Protective Liability	0542BS	To Be	Determined		To Be	Determined

DUPLICATE

Total Advance Premium $ To Be

Minimum Premiums: Cov. A To Be Determined Cov. B&C To Be Determined Deposit Premium $ Determined

Work Count Size Unit	Sales Office Omaha-045	Salesman 1-Kelley-6199	First Year 1960	Pol. H.G. ☐ S	Partial Rewrite of LR1-641-004388-210 TD72

Typed by mm	Date 9/16/60	Home State Ore.	Prem. $	Div. $	Audit Basis F.C.	Periodic Payment $

☐ Cont. ☐ Mfg.
☐ Steve. ☒ All Other

Und-G 215 Special (A.A.S.H.O. Form)

AMENDATORY ENDORSEMENT

It is agreed that:

This insurance is written upon the application and representations of Peter Kiewit Sons' Co. and it is understood and agreed that the Oregon-Washington Railroad & Navigation Company and Union Pacific Railroad Company hereinafter called Railroads and any other common carrier by rail using the Railroads' Tracks, as the insureds under the policy to which this endorsement is attached shall not be:

1. Considered as a member of a mutual or the Company
2. Liable for payment of any premium or premiums
3. Entitled to any return premium or dividend; or
4. Liable for assessment of any nature.

It is further agreed, with respect to Item 19 of the Conditions, that only the declarations made by the named insured are its representations.

LIBERTY MUTUAL INSURANCE COMPANY

Bryan Smith
PRESIDENT

George A. Potter
SECRETARY

Premium $

Effective Date
Expiration Date
Audit Basis
For attachment to Policy No. LR1-641-004388-450

Issued to

Countersigned by J. F. Jangraw
AUTHORIZED REPRESENTATIVE

Work Count

102 ED. 2 NS Issued Sales Office & No. End. Serial No. 1
ASMC PRINTED IN U.S.A.

RAILROAD PROTECTIVE LIABILITY POLICY

No. LR1-641-004388-450

ISSUED TO

Oregon-Washington Railroad & Navigation Company and Union Pacific Railroad Company, hereinafter called Railroads and any other common carrier by rail using the Railroads' Tracks

EXPIRES December 1, 1960

LIBERTY MUTUAL
INSURANCE COMPANY
HOME OFFICE: BOSTON
The Company that stands by you

The named insured is hereby notified that by virtue of this policy he is a member of Liberty Mutual Insurance Company and is entitled to vote either in person or by proxy at any and all meetings of said company.

This policy is classified in Dividend Class I—General Class.

The annual meetings are held at its home office, Boston, Massachusetts, on the second Wednesday of April in each year, at eleven o'clock in the morning.

This policy is nonassessable.

UND-G 41-R1

UNION PACIFIC RAILROAD COMPANY

DEPARTMENT OF OPERATION

G. H. BAKER
SUPERINTENDENT
OREGON DIVISION

2525 NO. LARRABEE AVE.
PORTLAND 17, OREGON

September 23, 1960
D 9016 - 32 - 29

Mr. Ivan D. Merchant
Bridge Engineer,
Oregon State Highway Department
Salem, Oregon

Dear Mr. Merchant:

re: N. Page Street - S.E. Main
Street Unit East Bank Freeway
Portland

Thanks for your letter September 19, transmitting copy of Railroad Protective Insurance, Liberty Mutual Insurance Company, policy No. LR1-641-004388-450 TD72, furnished by Peter Kiewit Sons for the captioned project. However, as a counterpart was received the 20th, and is now being countersigned by an Agent for Oregon, the copy accompanying your letter is returned herewith. You will be advised when the insurance is approved. Thanks for the assistance.

Yours very truly,

G H Baker

G. H. Baker
Superintendent

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LIBERTY MUTUAL
INSURANCE COMPANY
HOME OFFICE: BOSTON

(A Mutual Insurance Company, Herein Called the Company)

Agrees with the insured, named in the declarations made a part hereof, in consideration of the payment of the premium and in reliance upon the statements in the declarations made by the named insured and subject to all of the terms of this policy:

INSURING AGREEMENTS

I. COVERAGE A - BODILY INJURY LIABILITY To pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of bodily injury, sickness or disease, including death at any time resulting therefrom, hereinafter called "bodily injury", either (1) sustained by any person arising out of acts or omissions at the designated job site which are related to or are in connection with the work described in Item 6 of the declarations, or (2) sustained at the designated job site by the contractor or any employee of the contractor or by any designated employee of the insured whether or not arising out of such acts or omissions.

COVERAGE B - PROPERTY DAMAGE LIABILITY To pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of physical injury to or destruction of property, including loss of use of any property due to such injury or destruction hereinafter called "property damage", arising out of acts or omissions at the designated job site which are related or are in connection with the work described in Item 6 of the declarations.

COVERAGE C - PHYSICAL DAMAGE TO PROPERTY To pay for direct and accidental loss of or damage to rolling stock and their contents, mechanical construction equipment, or motive power equipment, hereinafter called loss, arising out of acts or omissions at the designated job site which are related to or are in connection with the work described in Item 6 of the declarations; provided such property is owned by the named insured or is leased or entrusted to the named insured under a lease or trust agreement.

II. DEFINITIONS

(a) Insured - The unqualified word "insured" includes the named insured and also includes any executive officer, director or stockholder thereof while acting within the scope of his duties as such.

(b) Contractor - The word "contractor" means the contractor designated in Item 4 of the declarations and includes all subcontractors of said contractor but shall not include the named insured.

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BRIDGE DIVISION

(c) Designated Employee of the Insured - The words "designated employee of the insured" mean:

  (1) any supervisory employee of the insured at the job site,
  (2) any employee of the insured while operating, attached to or engaged on work trains or other railroad equipment at the job site which are assigned exclusively to the contractor, or
  (3) any employee of the insured not within (1) or (2) who is specifically loaned or assigned to the work of the contractor for prevention of accidents or protection of property, the cost of whose services is borne specifically by the contractor or by governmental authority.

(d) Contract - The word "contract" means any contract or agreement to carry a person or property for a consideration or any lease, trust or interchange contract or agreement respecting motive power, rolling stock or mechanical construction equipment.

III. DEFENSE, SETTLEMENT, SUPPLEMENTARY PAYMENTS With respect to such insurance as is afforded by this policy under coverages A and B, the company shall:

(a) defend any suit against the insured alleging such bodily injury or property damage and seeking damages which are payable under the terms of this policy, even if any of the allegations of the suit are groundless, false or fraudulent, but the company may make such investigation and settlement of any claim or suit as it deems expedient;

(b) pay, in addition to the applicable limits of liability:

  (1) all expenses incurred by the company, all costs taxed against the insured in any such suit and all interest on the entire amount of any judgment therein which accrues after entry of the judgment and before the company has paid or tendered or deposited in court that part of the judgment which does not exceed the limit of the company's liability thereon;

  (2) premiums on appeal bonds required in any such suit, premiums on bonds to release attachments for an amount not in excess of the applicable limit of liability of this policy, but without obligation to apply for or furnish any such bonds;

  (3) expenses incurred by the insured for such immediate medical and surgical relief to others as shall be imperative at the time of the occurrence;

  (4) all reasonable expenses, other than loss of earnings, incurred by the insured at the company's request.

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BRIDGE DIVISION

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OREGON STATE HIGHWAY DEPARTMENT
BRIDGE DIVISION

IV. POLICY PERIOD, TERRITORY This policy applies only to occurrences and losses during the policy period and within the United States of America, its territories or possessions, or Canada.

EXCLUSIONS

This policy does not apply:

(a) to liability assumed by the insured under any contract or agreement except a contract as defined herein;

(b) to bodily injury or property damage caused intentionally by or at the direction of the insured;

(c) to bodily injury, property damage or loss which occurs after notification to the named insured of the acceptance of the work by the governmental authority, other than bodily injury, property damage or loss resulting from the existence or removal of tools, uninstalled equipment and abandoned or unused materials;

(d) under coverages A (1), B and C, to bodily injury, property damage or loss, the sole proximate cause of which is an act or omission of any insured other than acts or omissions of any designated employee of any insured;

(e) under coverage A, to any obligation for which the insured or any carrier as his insurer may be held liable under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law; provided that the Federal Employers' Liability Act, U.S. Code (1946) Title 45, Sections 51-60, as amended, shall for the purposes of this insurance be deemed not to be any similar law;

(f) under coverage B, to injury to or destruction of property (i) owned by the named insured or (ii) leased or entrusted to the named insured under a lease or trust agreement.

CONDITIONS

1. Premium The premium bases and rates for the hazards described in the declarations are stated therein. Premium bases and rates for hazards not so described are those applicable in accordance with the manuals in use by the company.

The term "contract cost" means the total cost of all work described in Item 6 of the declarations.

The term "rental cost" means the total cost to the contractor for rental of work trains or other railroad equipment, including the remuneration of all employees of the insured while operating, attached to or engaged thereon.

The advance premium stated in the declarations is an estimated premium only. Upon termination of this policy the earned premium shall be computed in accordance with the company's rules, rates, rating plans, premiums and minimum premiums applicable to this insurance. If the earned premium thus computed exceeds the estimated

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DIVISION

advance premium paid, the company shall look to the contractor specified in the declarations for any such excess; if less, the company shall return to the said contractor the unearned portion paid.

In no event shall payment of premium be an obligation of the named insured.

2. INSPECTION The named insured shall make available to the company records of information relating to the subject matter of this insurance.

The company shall be permitted to inspect all operations in connection with the work described in Item 6 of the declarations.

3. LIMITS OF LIABILITY - COVERAGE A The limit of bodily injury liability stated in the declarations as applicable to "each person" is the limit of the company's liability for all damages, including damages for care and loss of services, arising out of bodily injury sustained by one person as the result of any one occurrence; the limit of such liability stated in the declarations as applicable to "each occurrence" is, subject to the above provision respecting each person, the total limit of the company's liability for all such damage arising out of bodily injury sustained by two or more persons as the result of any one occurrence.

LIMITS OF LIABILITY - COVERAGES B AND C The limit of liability under coverages B and C stated in the declarations as applicable to "each occurrence" is the total limit of the company's liability for all damages and all loss under coverages B and C combined arising out of physical injury to, destruction or loss of all property of one or more persons or organizations, including the loss of use of any property due to such injury or destruction under coverage B, as the result of any one occurrence.

Subject to the above provision respecting "each occurrence", the limit of liability under coverages B and C stated in the declaration as "aggregate" is the total limit of the company's liability for all damages and all loss under coverages B and C combined arising out of physical injury to, destruction or loss of property, including the loss of use of any property due to such injury or destruction under Coverage B.

Under coverage C, the limit of the company's liability for loss shall not exceed the actual cash value of the property, or if the loss is of a part thereof the actual cash value of such part, at the time of loss, nor what it would then cost to repair or replace the property or such part thereof with other of like kind and quality.

5. SEVERABILITY OF INTERESTS - COVERAGES A AND B The term "the insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limits of the company's liability

6. NOTICE In the event of an occurrence or loss, written notice containing particulars sufficient to identify the insured and also reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the injured and of available witnesses, shall be given by or for the insured to the company or any of its authorized agents as soon as practicable. If claim is made or suit is brought against the insured, he shall immediately forward to the company every demand, notice, summons or other process received by him or his representative.

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7. ASSISTANCE AND COOPERATION OF THE INSURED - COVERAGES A AND B The insured shall cooperate with the company and, upon the company's request, attend hearings and trials and assist in making settlements, securing and giving evidence, obtaining the attendance of witnesses and in the conduct of suits. The insured shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expense other than for such immediate medical and surgical relief to others as shall be imperative at the time of accident.

8. ACTION AGAINST COMPANY - COVERAGES A AND B No action shall lie against the company unless, as a condition precedent thereto, the insured shall have fully complied with all the terms of this policy, nor until the amount of the insured's obligation to pay shall have been finally determined either by judgment against the insured after actual trial or by written agreement of the insured, the claimant and the company.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. No person or organization shall have any right under this policy to join the company as a party to any action against the insured to determine the insured's liability. Bankruptcy or insolvency of the insured or of the insured's estate shall not relieve the company of any of its obligations hereunder.

COVERAGE C No action shall lie against the company unless, as a condition precedent thereto, there shall have been full compliance with all the terms of this policy nor until thirty days after proof of loss is filed and the amount of loss is determined as provided in this policy.

9. INSURED'S DUTIES IN EVENT OF LOSS - COVERAGE C In the event of loss the insured shall:

(a) protect the property, whether or not the loss is covered by this policy, and any further loss due to the insured's failure to protect shall not be recoverable under this policy; reasonable expenses incurred in affording such protection shall be deemed incurred at the company's request;

(b) file with the company, as soon as practicable after loss, his sworn proof of loss in such form and including such information as the company may reasonably require and shall, upon the company's request, exhibit the damaged property.

10. APPRAISAL - COVERAGE C If the insured and the company fail to agree as to the amount of loss, either may, within 60 days after proof of loss is filed, demand an appraisal of the loss. In such event the insured and the company shall each select a competent appraiser, and the appraisers shall select a competent and disinterested umpire. The appraisers shall state separately the actual cash value and the amount of loss and failing to agree shall submit their differences to the umpire. An award in writing of any two shall determine the amount of loss. The insured and the company shall each pay his chosen appraiser and shall bear equally the other expenses of the appraisal and umpire.

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OREGON STATE HIGHWAY DEPARTMENT
BRIDGE DIVISION

The company shall not be held to have waived any of its rights by any act relating to appraisal.

11. PAYMENT OF LOSS - COVERAGE C The company may pay for the loss in money but there shall be no abandonment of the damaged property to the company.

12. NO BENEFIT TO BAILEE - COVERAGE C The insurance afforded by this policy shall not enure directly or indirectly to the benefit of any carrier or bailee, other than the named insured, liable for loss to the property.

13. SUBROGATION In the event of any payment under this policy, the company shall be subrogated to all the insured's rights of recovery therefor against any person or organization and the insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The insured shall do nothing after loss to prejudice such rights.

14. APPLICATION OF INSURANCE The insurance afforded by this policy is primary insurance.

15. THREE YEAR POLICY A policy period of three years is comprised of three consecutive annual periods. Computation and adjustment of earned premium shall be made at the end of each annual period. Aggregate limits of liability as stated in this policy shall apply separately to each annual period.

16. CHANGES Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy or estop the company from asserting any right under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part of this policy, signed by the President or a Vice-President and the Secretary or an Assistant Secretary of the company and, if such signatures are facsimile signatures, countersigned by a duly authorized representative of the company.

17. ASSIGNMENT Assignment of interest under this policy shall not bind the company until its consent is endorsed hereon.

18. CANCELATION This policy may be canceled by the named insured by mailing to the company written notice stating when thereafter the cancelation shall be effective. This policy may be canceled by the company by mailing to the named insured, contractor and governmental authority at the respective addresses shown in this policy written notice stating when not less than thirty days thereafter such cancelation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The effective date and hour of cancelation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the named insured or by the company shall be equivalent to mailing.

If the named insured cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the company cancels, earned premium shall be computed pro rata. Premium adjustment may be made either at the time cancelation is effected or as soon as practicable after cancelation becomes effective, but payment or tender of unearned premium is not a condition of cancelation.

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[illegible] DEPARTMENT
DIVISION

19. DECLARATIONS By acceptance of this policy the named insured agrees that such statements in the declarations as are made by him are his agreements and representations, that this policy is issued in reliance upon the truth of such representations and this policy embodies all agreements existing between himself and the company or any of its agents relating to this insurance.

20. MUTUAL POLICY CONDITIONS This policy is non-assessable. The policyholder is a member of the company and shall participate, to the extent and upon the conditions fixed and determined by the board of directors in accordance with the provisions of law, in the distribution of dividends, so fixed and determined.

In witness whereof, the company has caused this policy to be signed by its President and its Secretary at Boston, Massachusetts, and countersigned by a duly authorized representative of the company.

George A. Potter
SECRETARY

Bryan Smith
PRESIDENT

The policy, including all endorsements issued therewith, is hereby countersigned by

____
AUTHORIZED REPRESENTATIVE

RECEIVED
SEP 1960
DEPARTMENT

DECLARATIONS

LIBERTY MUTUAL
INSURANCE COMPANY
HOME OFFICE BOSTON

Railroad Protective Liability Policy

No. LR1-641-004388-450 TD72

Item 1. Named Insured: Oregon-Washington Railroad&Navigation Company and Untion Pacific Railroad Company, hereinafter called Railroads and any other common carrier by rail using the Railroads' Tracks

Address: 836 Pittock Block, Portland 5, Oregon
No. Street Town or City Postal Zone No. State

Item 2. Policy Period: From July 25, 1960 to December 1, 1960
12:01 A. M., standard time at the designated job site as stated herein.

Item 3. The insurance afforded is only with respect to such of the following coverages as are indicated by specific premium charge or charges. The limit of the company's liability against such coverage or coverages shall be as stated herein, subject to all the terms of this policy having reference thereto.

	LIMITS OF LIABILITY	
COVERAGE A — BODILY INJURY LIABILITY	$ 250,000	each person
	$ 500,000	each occurrence
COVERAGE B — PROPERTY DAMAGE LIABILITY & COVERAGE C — PHYSICAL DAMAGE TO PROPERTY	$ 250,000	each occurrence
	$ 500,000	aggregate

Item 4. Name and Address of Contractor: Peter Kiewit Sons' Co.
1024 Omaha National Bank Building
Omaha, Neb.

Item 5. Name and Address of Governmental Authority for whom the work by the contractor is being performed:
State of Oregon, acting by and through its State Highway Commission, Salem, Ore.

Item 6. Designation of the Job Site and Description of Work:
Project No. 626-1051 I-5-6(16) 301, Contract No. 5756, awarded July 19, 1960, for grading-rock toe embankment-detour structures on the North Page St.-SE Main St. Unit of the East Bank Freeway on Pacific Hgwy. in Multnomah County PKS Job No. 2775

CLASSIFICATION	Code No.	Premium Bases (a) Contract Cost (b) Rental Cost	Rates (a) Per $100 of Contract Cost (b) Per $100 of Rental Cost — Coverage A	Rates — Coverages B&C	ADVANCE PREMIUMS — COVERAGE A	ADVANCE PREMIUMS — COVERAGES B&C
Railroad Protective Liability	0542BS	To Be	Determined		To Be	Determined

Total Advance Premium $ To Be

Minimum Premiums: Cov. A To Be Determined Cov. B&C To Be Determined Deposit Premium $ Determined

Work Count Size Unit	Sales Office Omaha-045	Salesman 1-Kelley-6199	First Year 1960	Pol. H.G. ☐ S	Partial Rewrite of LR1-641-004388-210 TD72

Typed by mm	Date 9/16/60	Home State Ore.	Prem. $	Div. $	Audit Basis F.C.	Periodic Payment $	☐ Cont. ☐ Steve. ☐ Mfg. ☒ All Other

Und-G 215 Special (A.A.S.H.O. Form)

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SEP 26 1960
MICH. STATE HIGHWAY DEPARTMENT
BRIDGE DIVISION

PHYSICAL DAMAGE TO PROPERTY - COVERAGE C
(Nuclear Exclusion)

It is agreed that the policy does not apply, under Coverage C, to loss due to unclear reaction, nuclear radiation or radioactive contamination or to any act or condition incident to any of the foregoing.

LIBERTY MUTUAL INSURANCE COMPANY

Bryan Smith
PRESIDENT

George A. Potter
SECRETARY

Premium $

Effective Date
Expiration Date
Audit Basis
For attachment
to Policy No. LR1-641-004388-450

Issued to
296LM

Work Count

Countersigned by ....
AUTHORIZED REPRESENTATIVE

102 ED. 2 NS
ASMC PRINTED IN U.S.A.

Issued

Sales Office & No.

End. Serial No. 4

RECEIVED
[illegible] 1960
[illegible] DEPARTMENT
[illegible] DIVISION

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

(Broad Form)

It is agreed that the policy does not apply under Coverages A and B:

I. Under any Liability Coverage, to injury, sickness, disease, death or destruction

(a) with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

(b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

II. Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to immediate medical or surgical relief, to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.

III. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if

(a) the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (2) has been discharged or dispersed therefrom;

(b) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or

(c) the injury, sickness, disease, death or destruction arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.

IV. As used in this endorsement:

"hazardous properties" include radioactive, toxic or explosive properties;

"nuclear material" means source material, special nuclear material or byproduct material;

"source material", **"special nuclear material"**, and **"byproduct material"** have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;

"waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof;

(Continued on Page 2)

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SEP 26 1960
OREGON STATE HIGHWAY DEPARTMENT
BRIDGE ...ON

"nuclear facility" means

(a) any nuclear reactor,

(b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,

(c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,

(d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste, and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

With respect to injury to or destruction of property, the word **"injury"** or **"destruction"** includes all forms of radioactive contamination of property.

LIBERTY MUTUAL INSURANCE COMPANY

Bryan Smith
PRESIDENT

George A. Potter
SECRETARY

Premium $

Effective Date
Expiration Date
Audit Basis
For attachment
to Policy No. LR1-641-004388-450

Issued to

Countersigned by ______________________
AUTHORIZED REPRESENTATIVE

Issued

Endorsement Serial No. 3

2234 R.P.
MB A&G 661A
10-1-59
Page 2

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SEP 26 1960
[illegible] HIGHWAY DEPARTMENT
BRIDGE DIVISION

ENDORSEMENT REGARDING PREMIUMS AND DIVIDENDS

Upon acceptance of the policy the named insured agrees that return premiums, premium refunds and dividends, if any, which become payable under the policy are hereby assigned to, and the named insured directs the company to pay the same to

Peter Kiewit Sons' Co.

who has assumed and agreed to fulfill all present and future obligations of the named insured with respect to the payment of premiums under the said policy.

LIBERTY MUTUAL INSURANCE COMPANY

Bryan Smith
PRESIDENT

George A. Potter
SECRETARY

Premium $

Effective Date
Expiration Date
Audit Basis
For attachment
to Policy No. LR1-641-004388-450 TD72

Issued to

Countersigned by..............................
AUTHORIZED REPRESENTATIVE

1985 Issued Sales Office and No. End. Serial No. 2
LP LS LT LU PRINTED IN U.S.A.

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SEP 26 1960
[illegible] HIGHWAY DEPARTMENT
BRIDGE DIVISION

AMENDATORY ENDORSEMENT

It is agreed that:

This insurance is written upon the application and representations of Peter Kiewit Sons' Co. and it is understood and agreed that the Oregon-Washington Railroad & Navigation Company hereinafter called Railroads' and any other common carrier by rail using the Railroads' Tracks, as the insureds under the policy to which this endorsement is attached shall not be:

1. Considered as a member of a mutual or the Company
2. Liable for payment of any premium or premiums
3. Entitled to any return premium or dividend; or
4. Liable for assessment of any nature.

It is further agreed, with respect to Item 19 of the Conditions, that only the declarations made by the named insured are its representations.

LIBERTY MUTUAL INSURANCE COMPANY

Bryan Smith
PRESIDENT

George A. Potter
SECRETARY

Premium $

Effective Date
Expiration Date
Audit Basis
For attachment
to Policy No. LR1-641-004388-450

Issued to

Work Count

Countersigned by ....
AUTHORIZED REPRESENTATIVE

102 ED. 2 NS
ASMC PRINTED IN U.S.A.

Issued

Sales Office & No.

End. Serial No. 1

RAILROAD PROTECTIVE LIABILITY POLICY

No. LR1-641-004388-450

ISSUED TO Oregon-Washington Railroad Navigation Company and Union Pacific Railroad Company, hereinafter called Railroads' and any other common carrier by rail using the Railroads' Tracks

EXPIRES December 1, 1960

LIBERTY MUTUAL
INSURANCE COMPANY
HOME OFFICE: BOSTON
The Company that stands by you

The named insured is hereby notified that by virtue of this policy he is a member of Liberty Mutual Insurance Company and is entitled to vote either in person or by proxy at any and all meetings of said company.

This policy is classified in Dividend Class I—General Class.

The annual meetings are held at its home office, Boston, Massachusetts, on the second Wednesday of April in each year, at eleven o'clock in the morning.

This policy is nonassessable.

UND-G 41-R1

RECEIVED

[redacted]

September 19, 1960

Union Pacific Railroad Company
2525 N. Larrabee Avenue
Portland 17, Oregon

Attention: Mr. G. E. Baker
Superintendent

RE: N. Page St.-S.E. Main St. Unit
East Bank Freeway - Portland
Contract #5756

Dear Sir:

Reference is made to my letter of August 10, submitting copies of the contractor's insurance for the above project. The contractor has had the policy altered per your request of August 31, and is submitting the altered policy for approval.

Will you please review the policy attached and advise us as to whether or not it meets your requirements.

Very truly yours,

Ivan D. Merchant
Bridge Engineer

CAG:nk
Attachment

cc: Peter Kiewit Sons' Company
Lloyd Shaw
Mr. R. M. Brown

CERTIFICATION

I, Allan L. Dow, Vice President of Liberty Mutual Insurance Company, a Corporation located at Boston, Massachusetts, on oath declare that the Liberty Mutual Insurance Company issued its policy LR1-641-004388-450 effective July 25, 1960, to Oregon-Washington Railroad & Navigation Company and Union Pacific Railroad Company, hereinafter called Railroads and any other common carrier by rail using the Railroads' Tracks and that this is a true, full, and correct copy of said policy. As respects the coverage afforded at North Page St. - S.E. Main St. Unit of the East Bank Freeway on Pacific Hgwy. in Multnomah County, Ore. known as Job No. 2775.

Allan L. Dow
Vice President

Subscribed and sworn to before me this
16th day of September 1960
William T. White
Notary Public

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FOR FILING

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5756

September 19, 1960

Southern Pacific Company
Union Station
Portland 9, Oregon

Attention: Mr. A. W. Kilborn
Superintendent

RE: N. Page St.-S.E. Main St. Unit
East Bank Freeway - Portland
Contract #5756

Dear Sir:

Reference is made to my letter of August 10, submitting contractor's insurance for review and approval. The original policy submitted you, named your Company along with the Union Pacific Railroad Company as co-insured. Union Pacific Railroad Company objected to naming both companies on the one policy and asked two separate policies be furnished. Attached hereto is the contractor's submission of the separate policy.

Will you please review the attached and advise us as to whether or not it meets your requirements.

Very truly yours,

Ivan D. Merchant
Bridge Engineer

CAG:nk
Attachment

cc: Peter Kiewit Sons' Company
Lloyd Shaw

CERTIFICATION

I, Allan L. Dow, Vice President of Liberty Mutual Insurance Company, a corporation located at Boston, Massachusetts, on oath declare that the Liberty Mutual Insurance Company issued its policy LP1-641-004388-460 effective July 25, 1960, to The Southern Pacific Company and that this is a true, full, and correct copy of said policy. As respects the coverage afforded at North Page St. - S.E. Main St. Unit of the East Bank Freeway on Pacific Hgwy. in Multnomah County, Ore. Known as Job 2775.

Allan L. Dow
~~Assistant Secretary~~
Vice President.

Subscribed and sworn to before me this
16th day of September 1960
William T. White
Notary Public

LIBERTY MUTUAL
INSURANCE COMPANY
HOME OFFICE: BOSTON

(A Mutual Insurance Company, Herein Called the Company)

Agrees with the insured, named in the declarations made a part hereof, in consideration of the payment of the premium and in reliance upon the statements in the declarations made by the named insured and subject to all of the terms of this policy:

INSURING AGREEMENTS

I. **COVERAGE A - BODILY INJURY LIABILITY** To pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of bodily injury, sickness or disease, including death at any time resulting therefrom, hereinafter called "bodily injury", either (1) sustained by any person arising out of acts or omissions at the designated job site which are related to or are in connection with the work described in Item 6 of the declarations, or (2) sustained at the designated job site by the contractor or any employee of the contractor or by any designated employee of the insured whether or not arising out of such acts or omissions.

COVERAGE B - PROPERTY DAMAGE LIABILITY To pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of physical injury to or destruction of property, including loss of use of any property due to such injury or destruction hereinafter called "property damage", arising out of acts or omissions at the designated job site which are related or are in connection with the work described in Item 6 of the declarations.

COVERAGE C - PHYSICAL DAMAGE TO PROPERTY To pay for direct and accidental loss of or damage to rolling stock and their contents, mechanical construction equipment, or motive power equipment, hereinafter called loss, arising out of acts or omissions at the designated job site which are related to or are in connection with the work described in Item 6 of the declarations; provided such property is owned by the named insured or is leased or entrusted to the named insured under a lease or trust agreement.

II. DEFINITIONS

(a) **Insured** - The unqualified word "insured" includes the named insured and also includes any executive officer, director or stockholder thereof while acting within the scope of his duties as such.

(b) **Contractor** - The word "contractor" means the contractor designated in Item 4 of the declarations and includes all subcontractors of said contractor but shall not include the named insured.

(c) Designated Employee of the Insured - The words "designated employee of the insured" mean:

(1) any supervisory employee of the insured at the job site,
(2) any employee of the insured while operating, attached to or engaged on work trains or other railroad equipment at the job site which are assigned exclusively to the contractor, or
(3) any employee of the insured not within (1) or (2) who is specifically loaned or assigned to the work of the contractor for prevention of accidents or protection of property, the cost of whose services is borne specifically by the contractor or by governmental authority.

(d) Contract - The word "contract" means any contract or agreement to carry a person or property for a consideration or any lease, trust or interchange contract or agreement respecting motive power, rolling stock or mechanical construction equipment.

III. DEFENSE, SETTLEMENT, SUPPLEMENTARY PAYMENTS With respect to such insurance as is afforded by this policy under coverages A and B, the company shall:

(a) defend any suit against the insured alleging such bodily injury or property damage and seeking damages which are payable under the terms of this policy, even if any of the allegations of the suit are groundless, false or fraudulent, but the company may make such investigation and settlement of any claim or suit as it deems expedient;

(b) pay, in addition to the applicable limits of liability:

(1) all expenses incurred by the company, all costs taxed against the insured in any such suit and all interest on the entire amount of any judgment therein which accrues after entry of the judgment and before the company has paid or tendered or deposited in court that part of the judgment which does not exceed the limit of the company's liability thereon;

(2) premiums on appeal bonds required in any such suit, premiums on bonds to release attachments for an amount not in excess of the applicable limit of liability of this policy, but without obligation to apply for or furnish any such bonds;

(3) expenses incurred by the insured for such immediate medical and surgical relief to others as shall be imperative at the time of the occurrence;

(4) all reasonable expenses, other than loss of earnings, incurred by the insured at the company's request.

IV. POLICY PERIOD, TERRITORY This policy applies only to occurrences and losses during the policy period and within the United States of America, its territories or possessions, or Canada.

EXCLUSIONS

This policy does not apply:

(a) to liability assumed by the insured under any contract or agreement except a contract as defined herein;

(b) to bodily injury or property damage caused intentionally by or at the direction of the insured;

(c) to bodily injury, property damage or loss which occurs after notification to the named insured of the acceptance of the work by the governmental authority, other than bodily injury, property damage or loss resulting from the existence or removal of tools, uninstalled equipment and abandoned or unused materials;

(d) under coverages A (1), B and C, to bodily injury, property damage or loss, the sole proximate cause of which is an act or omission of any insured other than acts or omissions of any designated employee of any insured;

(e) under coverage A, to any obligation for which the insured or any carrier as his insurer may be held liable under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law; provided that the Federal Employers' Liability Act, U.S. Code (1946) Title 45, Sections 51-60, as amended, shall for the purposes of this insurance be deemed not to be any similar law;

(f) under coverage B, to injury to or destruction of property (i) owned by the named insured or (ii) leased or entrusted to the named insured under a lease or trust agreement.

CONDITIONS

1. Premium The premium bases and rates for the hazards described in the declarations are stated therein. Premium bases and rates for hazards not so described are those applicable in accordance with the manuals in use by the company.

The term "contract cost" means the total cost of all work described in Item 6 of the declarations.

The term "rental cost" means the total cost to the contractor for rental of work trains or other railroad equipment, including the remuneration of all employees of the insured while operating, attached to or engaged thereon.

The advance premium stated in the declarations is an estimated premium only. Upon termination of this policy the earned premium shall be computed in accordance with the company's rules, rates, rating plans, premiums and minimum premiums applicable to this insurance. If the earned premium thus computed exceeds the estimated

advance premium paid, the company shall look to the contractor specified in the declarations for any such excess; if less, the company shall return to the said contractor the unearned portion paid.

In no event shall payment of premium be an obligation of the named insured.

2. INSPECTION The named insured shall make available to the company records of information relating to the subject matter of this insurance.

The company shall be permitted to inspect all operations in connection with the work described in Item 6 of the declarations.

3. LIMITS OF LIABILITY - COVERAGE A The limit of bodily injury liability stated in the declarations as applicable to "each person" is the limit of the company's liability for all damages, including damages for care and loss of services, arising out of bodily injury sustained by one person as the result of any one occurrence; the limit of such liability stated in the declarations as applicable to "each occurrence" is, subject to the above provision respecting each person, the total limit of the company's liability for all such damage arising out of bodily injury sustained by two or more persons as the result of any one occurrence.

LIMITS OF LIABILITY - COVERAGES B AND C The limit of liability under coverages B and C stated in the declarations as applicable to "each occurrence" is the total limit of the company's liability for all damages and all loss under coverages B and C combined arising out of physical injury to, destruction or loss of all property of one or more persons or organizations, including the loss of use of any property due to such injury or destruction under coverage B, as the result of any one occurrence.

Subject to the above provision respecting "each occurrence", the limit of liability under coverages B and C stated in the declaration as "aggregate" is the total limit of the company's liability for all damages and all loss under coverages B and C combined arising out of physical injury to, destruction or loss of property, including the loss of use of any property due to such injury or destruction under Coverage B.

Under coverage C, the limit of the company's liability for loss shall not exceed the actual cash value of the property, or if the loss is of a part thereof the actual cash value of such part, at the time of loss, nor what it would then cost to repair or replace the property or such part thereof with other of like kind and quality.

5. SEVERABILITY OF INTERESTS - COVERAGES A AND B The term "the insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limits of the company's liability

6. NOTICE In the event of an occurrence or loss, written notice containing particulars sufficient to identify the insured and also reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the injured and of available witnesses, shall be given by or for the insured to the company or any of its authorized agents as soon as practicable. If claim is made or suit is brought against the insured, he shall immediately forward to the company every demand, notice, summons or other process received by him or his representative.

7. ASSISTANCE AND COOPERATION OF THE INSURED - COVERAGES A AND B The insured shall cooperate with the company and, upon the company's request, attend hearings and trials and assist in making settlements, securing and giving evidence, obtaining the attendance of witnesses and in the conduct of suits. The insured shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expense other than for such immediate medical and surgical relief to others as shall be imperative at the time of accident.

8. ACTION AGAINST COMPANY - COVERAGES A AND B No action shall lie against the company unless, as a condition precedent thereto, the insured shall have fully complied with all the terms of this policy, nor until the amount of the insured's obligation to pay shall have been finally determined either by judgment against the insured after actual trial or by written agreement of the insured, the claimant and the company.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. No person or organization shall have any right under this policy to join the company as a party to any action against the insured to determine the insured's liability. Bankruptcy or insolvency of the insured or of the insured's estate shall not relieve the company of any of its obligations hereunder.

COVERAGE C No action shall lie against the company unless, as a condition precedent thereto, there shall have been full compliance with all the terms of this policy nor until thirty days after proof of loss is filed and the amount of loss is determined as provided in this policy.

9. INSURED'S DUTIES IN EVENT OF LOSS - COVERAGE C In the event of loss the insured shall:

(a) protect the property, whether or not the loss is covered by this policy, and any further loss due to the insured's failure to protect shall not be recoverable under this policy; reasonable expenses incurred in affording such protection shall be deemed incurred at the company's request;

(b) file with the company, as soon as practicable after loss, his sworn proof of loss in such form and including such information as the company may reasonably require and shall, upon the company's request, exhibit the damaged property.

10. APPRAISAL - COVERAGE C If the insured and the company fail to agree as to the amount of loss, either may, within 60 days after proof of loss is filed, demand an appraisal of the loss. In such event the insured and the company shall each select a competent appraiser, and the appraisers shall select a competent and disinterested umpire. The appraisers shall state separately the actual cash value and the amount of loss and failing to agree shall submit their differences to the umpire. An award in writing of any two shall determine the amount of loss. The insured and the company shall each pay his chosen appraiser and shall bear equally the other expenses of the appraisal and umpire.

The company shall not be held to have waived any of its rights by any act relating to appraisal.

11. PAYMENT OF LOSS - COVERAGE C The company may pay for the loss in money but there shall be no abandonment of the damaged property to the company.

12. NO BENEFIT TO BAILEE - COVERAGE C The insurance afforded by this policy shall not enure directly or indirectly to the benefit of any carrier or bailee, other than the named insured, liable for loss to the property.

13. SUBROGATION In the event of any payment under this policy, the company shall be subrogated to all the insured's rights of recovery therefor against any person or organization and the insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The insured shall do nothing after loss to prejudice such rights.

14. APPLICATION OF INSURANCE The insurance afforded by this policy is primary insurance.

15. THREE YEAR POLICY A policy period of three years is comprised of three consecutive annual periods. Computation and adjustment of earned premium shall be made at the end of each annual period. Aggregate limits of liability as stated in this policy shall apply separately to each annual period.

16. CHANGES Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy or estop the company from asserting any right under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part of this policy, signed by the President or a Vice-President and the Secretary or an Assistant Secretary of the company and, if such signatures are facsimile signatures, countersigned by a duly authorized representative of the company.

17. ASSIGNMENT Assignment of interest under this policy shall not bind the company until its consent is endorsed hereon.

18. CANCELATION This policy may be canceled by the named insured by mailing to the company written notice stating when thereafter the cancelation shall be effective. This policy may be canceled by the company by mailing to the named insured, contractor and governmental authority at the respective addresses shown in this policy written notice stating when not less than thirty days thereafter such cancelation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The effective date and hour of cancelation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the named insured or by the company shall be equivalent to mailing.

If the named insured cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the company cancels, earned premium shall be computed pro rata. Premium adjustment may be made either at the time cancelation is effected or as soon as practicable after cancelation becomes effective, but payment or tender of unearned premium is not a condition of cancelation.

19. DECLARATIONS By acceptance of this policy the named insured agrees that such statements in the declarations as are made by him are his agreements and representations, that this policy is issued in reliance upon the truth of such representations and this policy embodies all agreements existing between himself and the company or any of its agents relating to this insurance.

20. MUTUAL POLICY CONDITIONS This policy is non-assessable. The policyholder is a member of the company and shall participate, to the extent and upon the conditions fixed and determined by the board of directors in accordance with the provisions of law, in the distribution of dividends, so fixed and determined.

In witness whereof, the company has caused this policy to be signed by its President and its Secretary at Boston, Massachusetts, and countersigned by a duly authorized representative of the company.

George A. Potter
SECRETARY

Bryan Smith
PRESIDENT

The policy, including all endorsements issued therewith, is hereby countersigned by

AUTHORIZED REPRESENTATIVE

DECLARATIONS

LIBERTY MUTUAL
INSURANCE COMPANY
HOME OFFICE BOSTON

Railroad Protective Liability Policy

No. LR1-641-004388-460 TD72

Item 1. Named Insured: The Southern Pacific Company
c/o Peter Kiewit Sons' Co.
Address 1024 Omaha National Bank Building, Omaha, Nebraska
No. Street Town or City Postal Zone No. State

Item 2. Policy Period: From July 25, 1960 to December 1, 1960
12:01 A. M., standard time at the designated job site as stated herein.

Item 3. The insurance afforded is only with respect to such of the following coverages as are indicated by specific premium charge or charges. The limit of the company's liability against such coverage or coverages shall be as stated herein, subject to all the terms of this policy having reference thereto.

	LIMITS OF LIABILITY	
COVERAGE A — BODILY INJURY LIABILITY	$ 250,000	each person
	$ 500,000	each occurrence
COVERAGE B — PROPERTY DAMAGE LIABILITY & COVERAGE C — PHYSICAL DAMAGE TO PROPERTY	$ 250,000	each occurrence
	$ 500,000	aggregate

Item 4. Name and Address of Contractor: Peter Kiewit Sons' Co.
1024 Omaha National Bank Building
Omaha, Neb.

Item 5. Name and Address of Governmental Authority for whom the work by the contractor is being performed:
State of Oregon, acting by and through its
State Highway Commission, Salem, Ore.

Item 6. Designation of the Job Site and Description of Work:
Project No. 626-1051-1-5-6(16), Contract No. 5756, awarded July 19, 1960, for grading rock toe embankment - detour structures on the North Page St. - SE Main St. Unit of the East Bank Freeway, on Pacific Hgwy. in Multnomah County PKS Job No. 2775

CLASSIFICATION	Code No.	Premium Bases (a) Contract Cost (b) Rental Cost	Rates (a) Per $100 of Contract Cost (b) Per $100 of Rental Cost — Coverage A	Rates — Coverages B&C	ADVANCE PREMIUMS — COVERAGE A	ADVANCE PREMIUMS — COVERAGES B&C
Railroad Protective Liability	0542BS	To Be Determined			To be Determined	

Total Advance Premium $ To Be

Minimum Premiums: Cov. A To Be Determined Cov. B&C To Be Determined Deposit Premium $ Determined

Work Count Size	Unit	Sales Office	Salesman	First Year	Pol. H.G.	
		Omaha-045	1-Kelley-6199	1960	☐ S	Partial Rewrite of LR1-641-004388-210 TD72

Typed by	Date	Home State	Prem.	Div.	Audit Basis	Periodic Payment	
mm	9/16/60	Ore.	$	$	F.C.	$	☐ Cont. ☐ Mfg. ☐ Steve. ☒ All Other

[illegible] (A A S H O Form)

PHYSICAL DAMAGE TO PROPERTY - COVERAGE C
(Nuclear Exclusion)

It is agreed that the policy does not apply, under Coverage C, the loss due to nuclear reaction, nuclear radiation or radioactive contamination or to any act or condition incident to any of the foregoing.

LIBERTY MUTUAL INSURANCE COMPANY

Bryan Smith
PRESIDENT

George A. Potter
SECRETARY

Premium $

Effective Date
Expiration Date
Audit Basis
For attachment
to Policy No. LR1-641-004388-460

Issued to

296LM
Work Count

Countersigned by ....
AUTHORIZED REPRESENTATIVE

102 ED. 2 NS ASMC Issued Sales Office & No. End. Serial No. 4

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT
(Broad Form)

It is agreed that the policy does not apply under Coverages A and B

I. Under any Liability Coverage, to injury, sickness, disease, death or destruction

(a) with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

(b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

II. Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to immediate medical or surgical relief, to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.

III. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if

(a) the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (2) has been discharged or dispersed therefrom;

(b) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or

(c) the injury, sickness, disease, death or destruction arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.

IV. As used in this endorsement:

"hazardous properties" include radioactive, toxic or explosive properties;

"nuclear material" means source material, special nuclear material or byproduct material;

"source material", **"special nuclear material"**, and **"byproduct material"** have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;

"waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof;

(Continued on Page 2)

"nuclear facility" means

(a) any nuclear reactor,

(b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,

(c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,

(d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste, and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

With respect to injury to or destruction of property, the word **"injury"** or **"destruction"** includes all forms of radioactive contamination of property.

LIBERTY MUTUAL INSURANCE COMPANY

Bryan Smith
PRESIDENT

George A. Potter
SECRETARY

Premium $

Effective Date
Expiration Date
Audit Basis
For attachment
to Policy No. LR1-641-004388-460

Issued to

Countersigned by..
AUTHORIZED REPRESENTATIVE

Issued

Endorsement Serial No. 3

2234 R.P.
MB A&G 661A
10-1-59
Page 2
PRINTED IN U.S.A.

ENDORSEMENT REGARDING PREMIUMS AND DIVIDENDS

Upon acceptance of the policy the named insured agrees that return premiums, premium refunds and dividends, if any, which become payable under the policy are hereby assigned to, and the named insured directs the company to pay the same to

Peter Kiewit Sons' Co.

who has assumed and agreed to fulfill all present and future obligations of the named insured with respect to the payment of premiums under the said policy.

LIBERTY MUTUAL INSURANCE COMPANY

Bryan Smith
PRESIDENT

George A. Potter
SECRETARY

Premium $

Effective Date
Expiration Date
Audit Basis
For attachment
to Policy No. LR1-641-004388-460 TD72

Issued to

Countersigned by ....
AUTHORIZED REPRESENTATIVE

1985 Issued Sales Office and No. End. Serial No. 2
LP LS LT LU PRINTED IN U.S.A.

AMENDATORY ENDORSEMENT

It is agreed that:

This insurance is written upon the application and representations of Peter Kiewit Sons' Co. and it is understood and agreed that the Southern Pacific Company as the insured under the policy to which this endorsement is attached shall not be:

1. Considered as a member of a mutual or the Company
2. Liable for payment of any premium or premiums
3. Entitled to any return premium or dividend; or
4. Liabile for assessment of any nature.

It is further agreed, with respect to Item 19 of the Conditions, that only the declarations made by the named insured are its representations.

LIBERTY MUTUAL INSURANCE COMPANY

Bryan Smith

PRESIDENT

George A. Potter

SECRETARY

Premium $

Effective Date
Expiration Date
Audit Basis
For attachment
to Policy No. LR1-641-004388-460

Issued to

Work Count

Countersigned by ....
AUTHORIZED REPRESENTATIVE

102 ED. 2 NS Issued Sales Office & No. End. Serial No. 1

RAILROAD PROTECTIVE LIABILITY POLICY

DUPLICATE

No. LR1-641-004388-460

ISSUED TO The Southern Pacific Company

EXPIRES December 1, 1960

LIBERTY MUTUAL
INSURANCE COMPANY
HOME OFFICE: BOSTON
The Company that stands by you

Signed

The named insured is hereby notified that by virtue of this policy he is a member of Liberty Mutual Insurance Company and is entitled to vote either in person or by proxy at any and all meetings of said company.

This policy is classified in Dividend Class I—General Class.

The annual meetings are held at its home office, Boston, Massachusetts, on the second Wednesday of April in each year, at eleven o'clock in the morning.

This policy is nonassessable.

UND-G 41-R1

RECEIVED
DEC 10 1962
FOR FILING
[illegible]

5756

LIBERTY MUTUAL
HOME OFFICE BOSTON
LIBERTY MUTUAL INSURANCE COMPANY · LIBERTY MUTUAL FIRE INSURANCE COMPANY

175 BERKELEY STREET, BOSTON 17, MASSACHUSETTS ★ LIBERTY 2-4850

September 16, 1960

Oregon State Highway Dept.
Salem, Oregon

ATT: Mr. Ivan D. Merchant, Bridge Engineer

Dear Mr. Merchant:

We are enclosing corrected copies required by the Railroads; we required the original policy be separated into two policies.

Very truly yours,

H B Skidmore
H. B. Skidmore
Underwriter

HBS:coc

Enc.

RECEIVED

FORM E-30 80M 11-58 15890

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 6, 1960

SUBJECT:

To: Mr. Lloyd Shaw

Herewith copy of a copy of a letter to the Peter Kiewit Sons' Company from the Union Pacific Railroad Company having to do with insurance on the Page Street-Main Street Section of the East Bank Freeway.

I believe our specifications are definite enough in their requirement for separate policies for each of the two railroads, namely the Union Pacific Railroad Company and the Southern Pacific Company. You will note that we have provided a different type for each of these companies.

Should you be contacted by the Peter Kiewit Sons' Company with reference to this, please advise.

G. S. Paxson
Assistant State Highway Engineer

Attach.

GSP:ae

cc to: Mr. C. A. Gardner

AUGUST 31, 1960

(File Ref. D 9016-32-29)

Peter Kiewit Sons' Co.
P. O. Box 1777
Vancouver, Washington

Gentlemen:

N. Page -- S. E. Main Street Unit,
East Banfield Freeway - Portland.

Liberty Mutual Insurance Company policy LB1-641-004388-210 TD 72, tendered the Railroads as railroad protective insurance, has been reviewed and is considered not satisfactory as it divides the coverage between Oregon-Washington Railroad & Navigation Company, Union Pacific Railroad Company and Southern Pacific Railroad Company.

It will be appreciated if you will arrange for a new policy or appropriate endorsements to the abovementioned policy, naming the Insured as

> Oregon-Washington Railroad & Navigation Company and Union Pacific Railroad Company, hereinafter called Railroads, and any other common carrier by rail, using the Railroads' tracks.

The address of the Insureds should be given as 836 Pittock Block, Portland 5, Oregon, omitting any reference to your Company's address.

Obsolete → Separated into 2 Policies.

The original of the aforementioned policy and endorsements will be required, if amended. If a new issue is made, the original of the policy and endorsements should be furnished. If the latter, an appropriate endorsement, excluding the Railroads from the privileges and liabilities of the Mutual Company, should be included.

Yours very truly,

G. H. Baker,
Superintendent

cc:
Mr. Ivan D. Merchant,
Bridge Engineer
Oregon State Highway Department
Salem, Oregon

RECEIVED
SEP 6 - 1960
OREGON
STATE HIGHWAY COMMISSION

August 10, 1960

Mr. A. W. Kilborn, Superintendent
Southern Pacific Company
Union Station
Portland 9, Oregon

RE: N. Page Street-S.E. Main St. Unit
East Bank Freeway - Portland
Contract #5756

Dear Sir:

I am attaching Railroad Protective Insurance furnished by Peter Kiewit Sons' Company in answer to the insurance requirements contained in the above mentioned contract. Will you please review the insurance and advise us as to whether or not it is satisfactory.

It will be satisfactory with this office if you call on the contractor, for any minor corrections or alterations of the policy, directly. The contractors local address is Post Office Box 1777, Vancouver, Washington.

Very truly yours,

Ivan D. Merchant
Bridge Engineer

CAG:nk
Attachment

cc: Peter Kiewit Sons' Company
Mr. C. A. Gardner

August 10, 1960

Mr. G. M. Baker, Superintendent
Union Pacific Railroad Company
2525 N. Larrabee Avenue
Portland 17, Oregon

RE: N. Page St.-S.E. Main St. Unit
East Bank Freeway - Portland
Contract #5756

Dear Sir:

I am attaching Railroad Protective Insurance furnished by Peter Kiewit Sons' Company in answer to the insurance requirements contained in the above mentioned contract. Will you please review the insurance and advise us as to whether or not it is satisfactory.

It will be satisfactory with this office if you call on the contractor, for any minor corrections or alterations of the policy, directly. The contractors local address is Post Office Box 1777, Vancouver, Washington.

Very truly yours,

Iwan D. Merchant
Bridge Engineer

CAG:nk
Attachment

cc: Mr. R. M. Brown, District Engineer
Peter Kiewit Sons' Company
Mr. C. A. Gardner

FORM E-30 50M 8-57—6583

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 8, 1960

SUBJECT:
Contract No. 5756
Peter Kiewit Sons' Co.
N. Page St. -S. E. Main St. Unit
East Bank Freeway on Pac. Hwy.
Grading and detour bridges

To:
Mr. Cecil A. Gardner
Bridge Division
Salem

– Sent all To C. Gardner

Attached for processing and approval is copy of the Liberty Mutual Insurance Company Policy No. LR1-641-004388-210, expiring December 1, 1960, issued to the OWR&N Company (U.P. Company, Lessee) and the S. P. Company.

Upon completion, we would appreciate receiving the copy for our insurance file.

OREGON STATE HIGHWAY COMMISSION

Lloyd Query H.
Secretary

Enc.
fp

cc Mr. G. S. Paxson

RECEIVED

PETER KIEWIT SONS' CO.
CONTRACTORS
ESTABLISHED 1884
HOME OFFICE-OMAHA, NEBRASKA
P. O. Box 1777
VANCOUVER, WASHINGTON

August 6, 1960

Oregon State Highway Department
Highway Office Building
Salem, Oregon

Re: N. Page St.-S. E. Main St. Unit
East Bank Freeway
Contract #5756

Gentlemen:

In accordance with the Special Provisions for the above referenced project, we are enclosing the original and one copy of Railroad Protective Liability Policy No. LR1-641-004388-210, issued to the Oregon-Washington Railroad and Navigation Company (Union Pacific Company, Lessee) and the Southern Pacific Company.

O.K. letter
Supertend [illegible]
2 letters

Yours very truly,

PETER KIEWIT SONS' CO.

By Lyle D. Leach
Lyle D. Leach
District Office Manager

LDL:md
cc: Resident Engineer
Job
File

Encl

RECEIVED
AUG 8 1960
OREGON
STATE HIGHWAY COMMISSION

LIBERTY MUTUAL INSURANCE COMPANY
1504 Harney Street, Omaha 2, Neb.

July 25, 1960

July 25, 1960

Mr. Jack Stroh
Midwest Agencies, Inc.
1101 Omaha National Bank Bldg.
Omaha, Nebraska

Re: Peter Kiewit Sons' Co.
Oregon State Highway Project No. 626-1051
I-5-6(16)301

Dear Jack:

Enclosed with this letter is original and Five (5) copies of certificate of insurance as evidence of insurance coverages in effect for the above named insured, in connection with the above construction project.

We are producing the special form Railroad Protective Policy at the required limits of liability for the Oregon Washington Railroad and Navigation Company (Union Pacific Company, lessee) and the Southern Pacific Company, as required in connection with the above project. This original policy and five (5) duplicates will be forwarded within the next few days.

Very truly yours,

A J Kelley

A. J. Kelley
District Manager

AJK/ss

Enc.

RECEIVED

RECEIVED
DEC 10 1962
FORM E-30 50M 8-57—8582
FOR FILING

5756

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 28, 1960

SUBJECT: Contract No. 5756
Peter Kiewit Sons' Co.
N. Page St. -S. E. Main St. Unit
East Bank Freeway on Pac. Hwy.

To:
Mr. Cecil A. Gardner
Bridge Division
Salem

Attached for processing and approval is copy of the Liberty Mutual Insurance Company's Certificate of Insurance No. LS-6041-704231-39, expiring December 1, 1960, which pertains to the above contract.

Upon completion, we would appreciate receiving the copy for our insurance file.

OREGON STATE HIGHWAY COMMISSION

Floyd Query
Secretary

Enc.

cc Mr. G. S. Paxson

LIBERTY MUTUAL
INSURANCE COMPANY
BOSTON, MASSACHUSETTS

CERTIFICATE OF INSURANCE

This is to Certify that

PETER KIEWIT SONS' CO.
215 So. "J" Street
Vancouver, Washington

Name and address of Insured.

is, at the date of this certificate, insured by the Company with respect to the business operations hereinafter described, for the types of insurance and in accordance with the provisions of the current policy contracts in use by said Company, hereinafter described.

POLICY NUMBER	EXPIRATION DATE	TYPE OF POLICY	LOCATIONS TO WHICH CERTIFICATE APPLIES
LS-6041-704231-39	12/1/60	Comprehensive General & Automobile Liability	U.S. Its Territories & Possessions, Canada and Newfoundland

GENERAL LIABILITY HAZARDS INSURED	LIMITS OF LIABILITY — COVERAGE A BODILY INJURY — EACH PERSON	EACH ACCIDENT	AGGREGATE	COVERAGE B PROPERTY DAMAGE — EACH ACCIDENT	AGGREGATE
All hazards except Products	$250,000	$500,000		$250,000	$500,000
Automobiles: Owned, Non-owned & Hired	$200,000	$500,000		$250,000	

WORKMEN'S COMPENSATION
COVERAGE IS AFFORDED UNDER THE WORKMEN'S COMPENSATION LAW OF THE FOLLOWING STATE(S):

WORKMEN'S COMPENSATION—LIMIT OF LIABILITY—COVERAGE B
$
(INDICATE LIMIT FOR EACH STATE)

Description of Operations: Contract No. 5756, awarded July 19, 1960, for grading-rock toe embankment-detour structures on the North Page St.-SE Main St. Unit of the East Bank Freeway on Pacific Highway in Multnomah County.
Project No. 626-1051
I-5-6(16)301 PKS Job No. 2775

Special Provisions:

Before the above stated expiration date the Company will not terminate or reduce the insurance afforded under the above numbered policies prior to 10 days after notice of such termination or reduction has been mailed to

State of Oregon
State Highway Commission
Salem, Oregon

LIBERTY MUTUAL INSURANCE COMPANY

Dated July 25, 1960 at Omaha, Nebraska

AUTHORIZED REPRESENTATIVE

GPO 66 PRINTED IN U.S.A. SS

RECEIVED
DEC 1 1962
FOR FILING
I 5 [illegible] (38) [illegible]
5756

THE ÆTNA CASUALTY AND SURETY COMPANY
HARTFORD, CONNECTICUT
AFFILIATE OF
ÆTNA LIFE INSURANCE COMPANY
THE STANDARD FIRE INSURANCE COMPANY

PORTLAND OFFICE
JAMES K. WELLMAN, MANAGER
300 YEON BUILDING
CAPITOL 2-9111

PORTLAND 4, ORE.

July 26, 1960

Mr. Floyd Query
Oregon State Highway Dept.
Salem, Oregon

Peter Kiewit Sons' Co. Contract No. 5756, Grading, Rock Toe Embankment and Detour Structures, Pacific Highway, N. Page St., S.E. Main St. Unit, East Bank Freeway, Multnomah County, Oregon. Contract Dated 7-19-60
Contract Price $1,826,728.75

Dear Mr. Query:

Attached are the following:

Rec 1. Contract and Bond in Duplicate on the above contract

2. Certificate of Insurance in Duplicate on the Contract

3. Letter in duplicate from A. J. Kelley, Liberty Mutual District Manager about the Railroad Protective Policy

Peter Kiewit Sons' Co. and Ætna Casualty and Surety Company have fully executed the bond and contract and will appreciate a copy of the contract being returned when it is available.

Yours very truly,

Carol Ginter

Carol Ginter,
Bond Department

/cg

cc: Jack Stroh, Midwest Agencies, Inc.
Ivan W. Breunsbach, Peter Kiewit Sons' Co.
Des Moines Office - John Bonnewitz

RECEIVED
JUL 27 1960
OREGON
STATE HIGHWAY COMMISSION

Frances
Prepare usual letter to Gardner with a cc to Paxson
G.H.
7-27-60

LIBERTY MUTUAL
HOME OFFICE: BOSTON
LIBERTY MUTUAL INSURANCE COMPANY • LIBERTY MUTUAL FIRE INSURANCE COMPANY

809 REDICK TOWER BUILDING, 1504 HARNEY STREET, OMAHA 2, NEBRASKA ★ ATLANTIC 4686

July 25, 1960

Mr. Jack Stroh
Midwest Agencies, Inc.
1101 Omaha National Bank Bldg.
Omaha, Nebraska

Re: Peter Kiewit Sons' Co.
Oregon State Highway Project No. 626-1051
I-5-6(16)301

Dear Jack:

Enclosed with this letter is original and Five (5) copies of certificate of insurance as evidence of insurance coverages in effect for the above named insured, in connection with the above construction project.

We are producing the special form Railroad Protective Policy at the required limits of liability for the Oregon Washington Railroad and Navigation Company (Union Pacific Company, lessee) and the Southern Pacific Company, as required in connection with the above project. This original policy and five (5) duplicates will be forwarded within the next few days.

Checked
Instructions
& [illegible]

Very truly yours,

A. J. Kelley

A. J. Kelley
District Manager

AJK/ss

Enc.

101-1044 Pine Creek Bridge 1960

#5757

RECEIVED
DEC 16 1960

FOR FILING
11-1044

5757

December 16, 1960

General Insurance Co. of America
Portland Service Office
209 SW 4th Avenue
Portland 4, Oregon

Gentlemen:

State Highway contract #5757 for construction of the Pine Creek Bridge on the Halfway Section of the Pine Creek Road in Baker County was completed by the contractor, Watkins Const. Co., on November 9, 1960, and was formally accepted by the Highway Commission on December 12, 1960.

Final payment in the amount of $2,793.88 will be released to the contractor on or after December 27, 1960. The total contract amount is $28,734.08, and no force account work was performed on the project.

The State is not aware of any unpaid claims for labor or materials and assumes no responsibility for such claims should there be any.

This notice is sent as your company appears as surety on the performance bond furnished by the contractor on this project.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

de

cc: Watkins Construction Co.,
P. O. Box 1786
Boise
Idaho

RECEIVED
NOV 15 1960
FOR FILING
101-1044

5757

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
November 14, 1960

To: Mr. D. B. Parkes
Mr. Floyd Query

SUBJECT: Pine Creek Bridge
Contract #5757
State Project

Watkins Construction Company completed work on Contract #5757 (State Project), Pine Creek Bridge on Pine Creek Road in Baker County on November 9, 1960.

Will you please secure authority from the Commission to pay the final estimate on this project.

Ivan D. Merchant
Bridge Engineer

CAG:nk

NOTED ON CARD

NOTED
FLOYD QUERY

RECEIVED
1960
FOR FILING
21-1044
5757

FORM 2-129

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

August 26, 1960

Watkins Construction Company
P. O. Box 1786
Boise
Idaho

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission:

> Contract #5757, awarded July 28, 1960, for construction of the Pine Creek Bridge on the Halfway Section of the Pine Creek Road in Baker County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

de
Encl.

EBF-124(17) Burnt Hill-Thomas Cr. 1960
Unit, Burnt Hill-
#5758 Brookings Sec.

RECEIVED
SEP 7 1965

Form CD-121
(11-63)
(Pres. by
A.O. 206-10)

UNITED STATES GOVERNMENT

Memorandum

EBF 124 (17)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street, NE
Salem, Oregon 97301

DATE: September 1, 1965

In reply refer to: 08-35.5

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

FROM : A. W. Parsons, Division Engineer
Salem, Oregon

L. R. Backlund
By: L. R. Backlund
Administrative Manager

SUBJECT: Audit Report 65-835-12
Final Voucher, Project EBF 124(17)

Reference is made to your letter of July 28, 1965 concerning Finding 1 Item 3 in the amount of $117,822.40.

We have reviewed the analysis made by your office of the material that was incorporated into the project and that remaining in stock pile. We approve your claim of $117,822.40 less the $57,554.50 credit to be deducted on your final claim.

Concerning Finding No. 2, you have previously indicated by your letter of May 20, 1965 that the amount of $11,418.89 for seeding and mulching will not be claimed on the final voucher.

Regarding Finding No. 3, concerning Material Receipt Tickets not being supported by memo tickets, your justification is accepted as contained in your May 20, 1965 letter.

The subject project is approved for payment less the amounts indicated above subject to the bond retirement provision of PPM 21-9 and the reimbursement provisions of IM 21-4-60.

RECEIVED
SEP 2 1965
OFFICE OF
STATE HIGHWAY ENGINEER

orig to Maison
copy to Young
9-3-65

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

FORM E-123X 50M 9-64

D C A

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

EBF-124(17)

July [illegible], 1965

Mr. [illegible] Parsons
Division Engineer
Bureau of Public Roads
[illegible] Cottage Street, N.E.
Salem, Oregon

Re: Audit Report 65-835-12

Dear Mr. Parsons:

Attached is a copy of the reply we received from the field on the location of the rock produced under contracts Nos. 5656 and 5712. As requested in the subject audit report, this is presented for your determination of the eligibility of the costs for Federal participation.

Very truly yours,

Forrest Cooper
State Highway Engineer

By:
C. H. Maison
Controller

CHM:jc

Attachment

cc: R. L. Porter
F. B. Klabce
L. H. Young

RECEIVED
MAR 26 1964

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

March 25, 1964

Peter Kiewit Sons' Co.
P. O. Box 1777
Vancouver, Washington

Re: Burnt Hill-Thomas Creek Unit
Contract No. 5758

Attention: Edward C. Lynch

Gentlemen:

This will acknowledge receipt of your letter dated February 2, 1964, relating to compromise of the outstanding claims arising out of the above project.

Inasmuch as you intimate that your payment to this department of $340 would be made under protest, we are now authorized to advise that we will recommend to the Commission a compromise on a basis more favorable, from your standpoint, in its net result.

NOTED
PORTER

We now propose to recommend a settlement on the basis that we will cancel our claim against you if you in turn will cancel your claim for a refund of liquidated damages. This would result in no exchange of funds.

It is assumed that you will have no objection to this voluntary change in the basis for settling these claims, and we will proceed as outlined above, in the absence of written protest from you.

Yours very truly,

L. I. LINDAS
Chief Counsel

By
ALAN H. JOHANSEN
Staff Attorney

AHJ:ks

cc: R. L. Porter
Lloyd Shaw
F. D. Morgan
L. I. Lindas

RECEIVED
DEC 11 1963
FOR FILING

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

December 10, 1963

Peter Kiewit Sons' Company
P. O. Box 1777
Vancouver, Washington

Attention: Mr. Edward C. Lynch

Re: Stone Base-Binder-Aggregate Production
Burnt Hill-Thomas Creek Unit
Burnt Hill-Brookings Section
Contract No. 5758

Gentlemen:

At the conference regarding the above project, held a few months ago in Mr. Lindas' office, you proposed a compromise of the respective claims on this project, whereby we would pay you the net sum of $620, representing the difference between our $4,500 claim against you for the amount paid in settlement of the Dorman claim, and your claim that we wrongfully withheld 32 days liquidated damages in the amount of $5,120.

We still do not concur in your assertion that you should have been granted a 32-day extension of time on this project, or any part thereof. However, we recognize that you dispute our claim against you, based on the Dorman claim, and accordingly, in a spirit of compromise of these two disputed claims, we hereby submit the following counterproposal: we will recommend to the Commission an extension of time of 26 workdays, representing $4,160 of the liquidated damages, as an offset to our claim against you in the amount of $4,500. This would result in your payment to us of the net sum of $340 in cash. It would be understood that each party was releasing the other from all claims arising out of this project.

We do not believe that we could conscientiously recommend an extension of any more than 26 days, even as a matter of compromise, and we believe the above counterproposal to be fair and reasonable to both parties. We will appreciate hearing from you as to your attitude on this counterproposal.

Yours very truly,

L. I. LINDAS
Chief Counsel

By
ALAN H. JOHANSEN
Staff Attorney

AHJ:ks

cc: Mr. Lloyd Shaw
Mr. F. D. Morgan
Mr. J. F. Putnam
Mr. L. R. Chandler
Mr. L. I. Lindas
Mr. Frank C. McKinney

RECEIVED
DEC 10 1963
OFFICE OF
STATE HIGHWAY ENGINEER

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NOV 6 1963
FOR FILING

[illegible]

Salem, Oregon
November 5, 1963

Mr. F. D. Morgan
Construction Engineer
Building

Burnt Hill-Thomas Creek
Oregon Coast Highway
Contract No. 5758
Curry County

I have had Mr. Lindas review the proposal for settlement of Peter Kiewit Sons' overrun penalty and the Dorman damage claim, which we assume is Peter Kiewit Sons' responsibility. While not committing himself on this matter, I judge that he feels the arithmetic you propose to use in contacting Peter Kiewit Sons is the best way out for the State.

If I have this properly evaluated, it goes like this:

Present overrun of workdays	32 @ $160 =	$5,120 penalty
Extension of time in workdays	26 @ $160 =	$4,160
	Remaining penalty	$ 960
Payment to State of Dorman claim		$4,500
	Amount due State	$5,460
	Withheld by State	$5,120
Due State as cash settlement		$ 340

If Peter Kiewit Sons will accept this as a settlement of our differences, you may proceed on that basis.

Lloyd P. Shaw
Assistant State Highway Engineer

LPS:ajw

FORM E-30 [illegible]

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

November 1, 1963
Salem, Oregon

SUBJECT: Time Extension
Burnt Hill-Thomas Creek Section
Oregon Coast Highway
Contract No. 5758

To: Lloyd Shaw
Assistant State Highway Engineer
Department

Previous to the AASHO meeting you gave Mr. McKinney a copy of Mr. Putnam's letter of September 18, 1963, with respect to a possible compromise on the above contract.

If I interpret Mr. Putnam's proposal correctly, Peter Kiewit would be paying us the sum of $5,460. From this sum we would be reimbursed the $4,500 which, I understand, we paid to Dorman. The balance, $960, would be for a six-day penalty at the rate of $160 per day for Kiewit's failure to complete the contract on time.

This would reduce our original computed overrun from 32 work days to six. According to Mr. Johansen, who was in on the contractors' conference, there was considerable argument between Kiewit's engineers and our own with respect to getting around the slide area or areas which were not contemplated at the time the contract was awarded.

5120 It is also my understanding that we are presently withholding $5,140 from Kiewit based on the 32-days overrun. To settle the question then, Kiewit should pay us $340 in cash. Kiewit's proposal was to merely pay us the $4,500 Dorman claim and that we should return to them the balance between $4,500 and the $5,120 which we withheld, being the sum of $620.

As in any disputed claim, sometimes a settlement which we may not feel is exactly the best in the world is better than a good lawsuit from which we might recover less.

L. I. LINDAS
Chief Counsel

LIL:jm
cc: F. D. Morgan
J. F. Putnam
Alan H. Johansen

RECEIVED
NOV 1 1963
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
LLOYD P. SHAW

FORM E-30 80M 3-63 49607

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 18, 1963

SUBJECT: Time Extension
Burnt Hill-Thomas Creek Section
Oregon Coast Highway
Contract No. 5758

To:

Mr. Lloyd Shaw
Assistant State Highway Engineer
BUILDING

At a recent conference with Legal and Management personnel of the Peter Kiewit Sons' Company, contractor on this project, the subject of the overrun of time limit and Dorman's damage claim was discussed. The Dorman claim, in the amount of $4,500, was paid by the State because of delays incurred by reason of Kiewit's non-completion in time for Dorman to complete his work without unreasonable delays.

Collection of this $4,500 from Kiewit was discussed at some length, and among the things brought up by Kiewit was the sizeable overrun of the original contract amount, most of which was Force Account slide removal. It was suggested that if we allow an extension of time to eliminate liquidated damages, Kiewit would then pay the $4,500 claim. The project overran 32 work days and the liquidated damages amounted to $5,120.

We have analyzed the project to determine whether an extension of time could be justified on the basis of job costs. The original contract amount was $373,976.50 and 140 work days were allowed. In addition, a sum of $75,000 was set up for slide removal and the Special Provisions included the fact that slide removal would be required.

The total earned amount on the contract was $517,264.03 and included $155,727.67 in Force Account slide correction. This amounts to a net overrun of the original work of $68,287.53. By using the computed rate of production under the original work day allowance, this overrun would justify an increase of 26 work days. At the stipulated rate of $160 per day liquidated damages, this amounts to $4,160. A previous request for a time extension was denied because we felt that the contract could have been completed within the original time allotment.

copy to McKinney
10-10-63

If you think that this is a reasonable manner in arriving at a settlement on this project, please let us know and we will take the necessary action to process a regular time extension request.

F. D. Morgan
Construction Engineer

By J F Putnam
J. F. Putnam
Assistant Construction Engineer

CHB:fp

cc L. I. Lindas

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SEP 1[illegible] 1963
OFFICE OF
STATE HIGHWAY ENGINEER

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MAY 22 1963

FOR FILING

ECF-134 (17)

5758

May 21, 1963

The Aetna Casualty & Surety Co.,
Portland Service Department
300 Yeon Bldg.,
Portland 4, Oregon

Gentlemen:

A post-final payment for $5,441.05 will be made to Peter Kiewit Sons' Co., on contract #5758 for stone base-binder-aggregate production on the Burnt Hill-Thomas Creek Unit of the Burnt Hill-Brookings Section of the Oregon Coast Highway in Curry County, as soon as the warrant is prepared.

The total amount paid on this contract will be $512,144.03, including the post-final payment. Of the total, $157,860.82 is for force account work.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: Peter Kiewit Sons' Co.,
711 E. Main
Medford, Oregon

cc: C. H. Maison
Attn.: John Herr

RECEIVED
APR 29 1963

FOR FILING

[illegible]

5758

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 23, 1963

SUBJECT: Claim Against Peter Kiewit Sons' Co.
Stone Base-Bind-Aggregate Production
Burnt Hill-Thomas Creek Unit
Burnt Hill-Brookings Section
Contract No. 5758

To: Mr. F. D. Morgan
Construction Engineer

BUILDING

NOTED
R L PORTER

As you will recall, we heretofore made demand on the above contractor for indemnification against the claim of Dorman Construction Co., for the latter's claim in the amount of $11,460.31. Dorman's claim was based upon our failure to provide them with paving aggregates for use on the Burnt Hill-Brookings Section, Contract No. 5909, within the time required by that contract. Dorman's claim was eventually settled for $4,500.

Kiewit rejected our contention that our delay in providing the aggregates to Dorman was caused by Kiewit's failure to produce and stockpile such materials within the time required of them by Contract No. 5758.

A representative of the Kiewit Company recently called the undersigned by telephone, and requested a conference regarding this matter. It appears that Kiewit's counsel from Omaha will be passing through here sometime within the next few weeks, and it was agreed that if they can give us sufficient notice of a specific time and date, such a conference would probably be possible. While it is anticipated that the questions to be discussed at such a conference will be primarily of a legal nature, it is also reasonable to assume that certain disputed facts will be discussed. Accordingly, this is to alert you to the likelihood of this conference, and to request that a representative of the Construction Division, familiar with this claim, participate therein. As soon as we hear from Kiewit as to a specific date or dates, we will check with you further.

Meanwhile, we enclose a copy of Kiewit's letter of January 17, 1963, in which they detail the reasons for their denial of our claim for indemnification.

NOTED
LLOYD P. SHAW

ALAN H. JOHANSEN
Staff Attorney

RECEIVED
APR 24 1963
OFFICE OF
STATE HIGHWAY ENGINEER

AHJ:ks
attach.
cc: L. I. Lindas
R. L. Porter
G. A. Decker

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DEC 19 1962
FOR FILES

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

6 1/7 —

Dec. 12, 1962

Peter Kiewit Sons' Co.
P. O. Box 1777
Vancouver, Washington

Attention Edward C. Lynch

Re: Stone Base-Binder-Aggregate Production
Burnt Hill-Thomas Creek Unit
Burnt Hill-Brookings Section
Contract No. 5758, Job No. 2788

Gentlemen:

This is to advise you that subsequent to our last communication regarding our claim against you for indemnification from the claim of Dorman Construction Company under Contract No. 5908, we have taken steps toward effectuating a compromise of Dorman's claim for the sum of $4,500. As mentioned in our letter of September 24, and as detailed in Dorman's claim, a copy of which was transmitted to you with our letter of October 24, 1962, the total amount of this claim was $11,460.31.

We regard the above compromise as reasonable, and this is to advise that if possible to do so, we intend to proceed with settlement of this claim for the sum of $4,500, in which event we will look to you for reimbursement in that amount.

Meanwhile, if you have now had ample opportunity to determine whether you will voluntarily accept responsibility for this claim, we would appreciate being advised as to your decision.

Yours very truly,

L. I. LINDAS
Chief Counsel

By
ALAN H. JOHANSEN
Staff Attorney

NOTED
R. L. PORTER

NOTED
LLOYD P. SHAW

RECEIVED
DEC 12 1962
OFFICE OF
STATE HIGHWAY ENGINEER

AHJ:ks

cc: R. L. Porter
G. A. Decker
F. B. Klaboe
[illegible]

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OCT 29 1962

COMMISSIONERS
GLENN D. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

October 24, 1962

Peter Kiewit Sons' Co.
P. O. Box 1777
Vancouver, Washington

Attention: Edward C. Lynch

Re: Stone Base-Binder-Aggregate
Production
Burnt Hill-Thomas Creek Unit
Burnt Hill-Brookings Section
Contract No. 5758, Job No. 2788

Gentlemen:

In accordance with the request in your letter of October 1, 1962, for further information regarding the claim of Dorman Construction Company, we are enclosing an extract of the pertinent portions of that firm's letter of May 9, 1962, setting forth in considerable detail the basis of their claim.

We must emphasize that furnishing this information does not indicate agreement with your views, expressed in the letter of October 1, as to the limits of your obligation to defend this claim or with the other views expressed therein.

Very truly yours,

L. I. LINDAS
Chief Counsel

AHJ:ks;vls

cc: R. L. Porter
F. D. Morgan

Enclosures

OCT 29 1962

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FORM 2-121 SEP 25 1962
FOR FILING

Mr. Porter

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

FORREST COOPER
STATE HIGHWAY ENGINEER
G. S. PAXSON
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

RECEIVED
SEP 24 1962
OFFICE OF
STATE HIGHWAY ENGINEER

5758

September 24, 1962

Peter Kiewit Sons' Co.
711 E. Main Street
Room 19
Medford, Oregon

Re: Stone Base-Binder-Aggregate
Production
Burnt Hill-Thomas Creek Unit
Burnt Hill-Brookings Section
Contract No. 5758

COPY

Gentlemen:

This is to notify you that Dorman Construction Company has filed a claim against us in the amount of $11,460.31, for damages allegedly sustained by reason of our failure to provide them with paving aggregates for use on the Burnt Hill-Brookings Section, pursuant to our Contract No. 5908, within the time required by that contract.

Our investigation shows that any delay on our part in providing such aggregates to the Dorman Company, was proximately and directly caused by your failure to produce and stockpile those materials, within the time required of you by Contract No. 5758.

Accordingly, we hereby tender the defense of this claim to you. We also hereby notify you that if this tender is not accepted by you, in writing, within ten (10) days of the date of this letter, we will be compelled to commence negotiations to settle this claim with Dorman Construction Company, or defend any litigation that may arise from this claim, as may appear advisable to us. In such event, we will hold you responsible for any and all amounts reasonably expended by us in settlement or defense of this claim.

Very truly yours,

NOTED
R. L. PORTER

L. I. LINDAS
Chief Counsel

AHJ:dc
cc: >R. L. Porter
F. B. Klaboe
Aetna Casualty & Surety Co.
300 Yeon Building, Portland 4

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SEP 4 1962

FOR FILING

[illegible]

5758

September 4, 1962

Mr. Edward C. Lynch
Peter Kiewit Sons' Co.
215 South "V" Street
Post Office Box 1777
Vancouver, Washington

Re: Burnt Hill-Thomas Creek Unit
Contract No. 5758

Dear Mr. Lynch:

Since your recent visit to this office, a detailed and careful review was made regarding liquidated damages relative to this contract.

I can find no additional information or data that has not been previously considered, and because of this, I am not in position to recommend any change in the previous action.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

R. L. Porter
Assistant State Highway Engineer

RLP:ajw

cc Rod Miller, Peter Kiewit Sons', Medford
Forrest Cooper
L. I. Lindas
F. B. Morgan
L. H. Young
L. R. Chandler

RECEIVED
MAY 8 1962
FOR FILING

FPF-124(17)

5758

May 8, 1962

The Aetna Casualty & Surety Co.,
Portland Service Department
300 Yeon Bldg.,
Portland 4, Oregon

Gentlemen:

Your company appears as surety on the performance bond furnished with our contract #5758, awarded to Peter Kiewit Sons' Co., for stone base-binder-aggregate production on the Burnt Hill-Thomas Creek Unit of the Burnt Hill-Brookings Section of the Oregon Coast Highway in Curry County.

This contract was completed on December 9, 1961, but has not as yet been accepted by the Commission. Final payment in the amount of $18,446.56 will be released to the contractor after acceptance by the Commission. The total contract amount is $506,702.98, of which amount $157,860.82 represents force account items.

No claims for labor or materials have been filed with us.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: Peter Kiewit Sons' Co.,
Sparta Bldg.,
Medford
Oregon

RECEIVED
MAY 9 1962
FOR FILING

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5758

May 7, 1962

64

Mr. R. B. Miller
Medford Area Manager
Peter Kiewit Sons' Company
711 East Main Street
Medford, Oregon

Dear Sir:

Reference is made to your request dated April 20, 1962, that we reconsider an extension of time in the Burnt Hill-Thomas Creek Unit, Contract No. 5758.

We find no new information is contained in your submission which would qualify as reason for an extension of time under this contract. Under the circumstances, we can find no justification that permits approval of your request.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc Mr. G. S. Paxson
Mr. F. D. Morgan

FBK:bjh:er

FORM E-90 50M 11-61 40230

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 3, 1962

SUBJECT: Burnt Hill-Thomas Creek Unit
Burnt Hill-Brookings Section
Contract No. 5758

To: Mr. R. L. Porter
Ass't. State Highway Engineer

OFFICE

Reference is made to a recent request by the contractor on this project, Peter Kiewit Sons' Co., that we reconsider our denial of an extension of time. Mr. Miller, Area Manager for Kiewit, presents the same arguments that he has presented in the past, with one exception. The exception being that he alleges he saved the State some $18,560.00 worth of base materials by delaying the work until 1961. It is his assumption that the slide removal work necessitated by slides occurring between 11-60 and 4-61 would have resulted in the contamination of this amount of base materials.

This has no bearing on the matter and is not a valid reason for approving an extension of time. It should again be pointed out that the contractor was charged 61-days in 1960, during which time he crushed no rock. Also, during the period that he crushed coarse base he crushed like materials for two other projects (totalling 171,392 tons and requiring a total of 27-days time) before crushing the finer sizes of rock and A.C. aggregates for this project. Furthermore, this action delayed our paving contractor (who was to use aggregates manufactured by Kiewit) to such an extent that he had to perform his work under late season conditions. This paving contractor has submitted a claim in this regard.

We do not believe that any new information has been presented which would allow us to recommend a change in our original position that the request be denied.

A suggested rough draft to the contractor is enclosed.

F. D. Morgan
Construction Engineer

By FB Klaboe
F. B. Klaboe
Assistant Construction Engineer

RECEIVED
MAY 4 1962
OFFICE OF
STATE HIGHWAY ENGINEER

FBK:bjh
Attac hment

PLEASE RETURN TO
R. L. PORTER

PETER KIEWIT SONS' CO.
CONTRACTORS
ESTABLISHED 1884
711 East Main Street
Medford, Oregon

MAIN OFFICE: OMAHA 31, NEBR.
1000 KIEWIT PLAZA

ADDRESS REPLY TO:

April 20, 1962

Mr. Forest Cooper
State Highway Engineer
Oregon State Highway Department
Salem 10, Oregon

Re: Burnt Hill-Thomas Creek Unit
Burnt Hill-Brookings Section
Contract No. 5758

Gentlemen:

It is requested that you reconsider your denial of our request for an extension of time on the above referenced project. We feel that there are certain facts and figures that were not set forth in our original request that should be brought out.

Up until November 5, 1960, we were performing Force Account slide removal work between stations 790 to 800 and 815 to 827. It was not possible to haul beyond station 790 up until November 5th. The theoretical volume of 1 1/2"-0 in base and 3/4"-0 in base that could have been placed up to station 790 is 50.9% and 44.9% respectively. This amounts to 75,179 tons and 11,090 tons respectively and at our bid price amounts to $99,567. This amount is 26.6% of our original contract and 26.6% of 140 days is 37 days. Up to November 5th. we were charged 58 days; therefore, we feel that we should be granted 21 days time extension in the first construction season.

If we had placed crushed rock, as set forth above, up to station 790 in 1960, the slides that occurred between November 5, 1960 and April 1, 1961 would have either covered over or taken away considerable quantities of crushed rock that would have to have been replaced. Beginning March 29, 1961, we commenced removal of slides between stations 740 to 759 and 725 to 735. These areas are a total of 2900 lin. feet. Based on a theoretical calculation a total of 14,135 tons of 1 1/2-0 in base and 1964 tons of 3/4"-0 in base would have been lost or contaminated. At our respective bid prices this would have amounted to an increased cost to the State of $18,569.

Due to the fact that we had not placed any material on the grade prior to July of 1961 the State did not have to replace the base course at an additional cost of $18,569. If we pro-rated this $18,569 saving, the State of Oregon was saved on the same basis as the liquidated damage charge of $160 per day; then actually we should be allowed an additional 116 days.

Paxson

Baker

Please analyze

We feel that a change of conditions occured on this contract over and beyond what was originally expected when the contract was first awarded. Your first Order for Extra Work, dated 8-12-60, estimated the total project cost at $468,971.06. Your Price Agreement No. 5 estimated the project cost at $521,365.65. This, in itself, represents an 11% increase with no allowable time to perform it. Our contract amount increased from $373,976.50 to $509,172.83 on estimate No. 14, which is not the final estimate, or a 36% increase with no allowable extension of time.

It is our feeling that we should be granted the 32 days time we have been assessed as liquidated damages based on the above set-forth reasons.

Very truly yours,

PETER KIEWIT SONS' COMPANY

R. B. Miller
Medford Area Manager

RBM:bj
cc: Vancouver
    Job
    File

RECEIVED
APR 23 1962
OREGON
STATE HIGHWAY COMMISSION

FORM CD-121
(9-22-52)

RECEIVED

UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street N . E.
Salem, Oregon

FOR FILING
EBF-124(17)
758

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

DATE: April 24, 1962

FROM : C. G. Polk, Division Engineer
Salem, Oregon
08-35.8-DB

MB Martin
By: M. E. Martin
District Engineer

SUBJECT: Burnt Hill-Brookings Section and
Burnt Hill-Thomas Creek Unit
Oregon EBF-124(17)

The Burnt Hill-Thomas Creek Unit, Burnt Hill-Brookings Section of the Oregon Coast Highway consisting of stone base, binder and paving aggregate production, State Contract No. 5758 under contract to the Peter Hewitt Sons' Company, and the Burnt Hill-Brookings Section of the Oregon Coast Highway under contract to the Dorman Construction Company, State Contract No. 5908, were inspected on the 16th of April, 1962, and found to be satisfactorily completed within the plans and specifications of the contract.

The date of April 16, 1962, will then be considered as the acceptance date of the project.

Copies, To
[illegible]
[illegible]
4-25-62

RECEIVED
APR 24 1962
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
R. L. PORTER

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APR 9 1962

FORM E-30 30M 11-61 40230

FOR FILING

5758

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 6, 1962

SUBJECT: Burnt Hill-Thomas Creek Section
Contract No. 5758

To:

Mr. R. L. Porter
Assistant State Highway Engineer
BUILDING

Enclosed find a copy of a letter from L. R. Chandler relating to the request by the contractor on this project for an increase in number of workdays. You will remember that his request for an increase was rejected by the Commission upon our recommendation.

Mr. Chandler has analyzed the situation excellently and we thought you might like to have this for your files since Rod Miller, local superintendent of the company, has apparently discussed the matter with Commissioner Jackson.

F. D. Morgan
Construction Engineer

By F. B. Klaboe
F. B. Klaboe
Assistant Construction Engineer

FBK:fp

Enc.

cc L. R. Chandler

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[illegible]
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
R. L. PORTER

[illegible]

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Roseburg, Oregon
April 3, 1962

SUBJECT: Burnt Hill-Thomas Creek Section
Contract 5758

To: F. D. Morgan
Construction Engineer
Salem, Oregon

On January 22, 1962, the Highway Commission denied Peter Kiewit & Sons Company request for an increase of 43 work days on Contract No. 5758, Burnt Hill-Thomas Creek Section, stone base, binder, and aggregate production. Included in this contract was an authorization of $75,000.00 as extra work on slide repair. A total of 172 work days were charged to the contractor, or 32 days over the specified allowance of 140 days.

Since the denial by the Commission for an increase of 43 days as requested, Mr. R. B. Miller, of the company, has requested reconsideration by this office and has also discussed reconsideration with Commissioner Jackson. I met with Mr. Miller in his office and read to him the significant portions of my report of November 20, 1961, recommending denial of the requested increase. At that time, his contention was that, "There was a possibility of crushing 42% of the base rock and 3/4"-0 and placing it on the grade from the north end of the project to about Station 807, (which is near the north end of the Hooskanaden fill). Also, the stockpiled quantities. Also, that in 1961, from March 29 to July 3rd, slide work at Burnt Hill (Station 722+50 to Station 729+50) prevented any hauling through there.

61 work days were charged in 1960 to December 1 and, in 1961, 41 days were charged from March 29 to July 3. Only 45 days should have been charged in 1960."

The slide work in the end cost about $151,472.00.

The following is a rather detailed history of the progress of the contract:

CONSTRUCTION DIVISION
RECEIVED
APR 4 1962
NOTED--☐ ☐ ☐ ☐ ☐
CE ACE ACE

Awarded July 28, 1960.

Specified number of workdays 140. In the summer of 1960, upon learning that the contractor did not plan to do any crushing that year, I called Mr. Miller and urged him to start as soon as possible that year on the crushing in order to insure completion of the project as planned, and also, advised him that if he did not do so he would run short of work days. He replied that this was a risk which he would have to take. I also advised him that we could easily shoofly around a fill slide if necessary. He acknowledged this.

September 20, 1960, two dozers started breaking down Hooskanaden cut slide. This slide was easy to haul around.

October 4, 1960, 4 DW 21's started hauling from Hooskanaden slide.

October 22, 1960, Hooskanaden slide repair was 75% complete and all other slide repairs except the one at Burnt Hill were also about complete.

November 5, 1960, all slide work finished for the year. Burnt Hill slide, which was a partial fill slide, not repaired.

November 26, 1960, Hooskanaden cut slide started moving slowly again.

February 24, 1961, Carl Knee relieved R. L. Lammert as Resident Engineer.

March 24, 1961, Contractor leveling Pistol River crusher site.

March 31, 1961, Contractor same as previous week and clearing hillside above Burnt Hill Slide, Station 722+50 to Station 729+50.

March 4, 1961, a total of 61 workdays had been charged, and a total of 72 charged by April 28.

May 5, 1961, started moving crushing equipment into Pistol River bar.

May 19, 1961, crusher almost ready to run. 76 workdays charged.

June 1, 1961, crusher started two shifts. Still working on Burnt Hill slide.

June 13, 1961, start rock haul by

June 30, 1961, 102 days charged.

July 3, 1961, Crusher stopped because of strike. 103 days charged. Burnt Hill slide completed about this time.

August 15, 1961, Strike over, work resumed.

September 22, 1961, Base rock and 3/4"-0 completed. 130 workdays charged. Also, completed crushing of these materials for projects north of Pistol River. Started changing over crusher to production of A.C. aggregate required for this project. Started shooting binder course.

October 13, 1961, Crushed Friday and Saturday to get enough paving aggregate for paving contractor to start Monday. Will also crush oiling aggregate.

November 10, 1961, Completed crushing of paving aggregate on the 7th. Crushing and hauling maintenance rock. 164 workdays charged.

November 22, 1961, Plant flooded. No damage to stockpiles.

December 1, 1961, Expect to complete their work next week. 172 workdays charged.

December 6, 1961, All crushing completed.

December 29, 1961, Project completed except shaping stockpiles, etc.

To repeat and summarize. The control, as to completion of this job, was the crushing and placing of the rock surfacing. Due to his need of the crushing plant on the Grants Pass-Evans Creek project, the contractor did not have any plant on this project at all during the late summer and fall of 1960, and did not have it here until May, 1961. The fact that he would probably be unable to finish all his crushing during 1960, and might have to move it off the Pistol River bar, probably also entered into his decision. These conditions, however, were present when he bid the job and he then automatically ran himself into charge days when he elected to crush 171,000 tons of material for other projects before he completed the required material for this one.

It is true that the force account slide work was doubled in scope over that set up in the contract, but this is not justification for an automatic increase of workdays to be allowed. There was only slight conflict, not enough to be significant between the slide repair and the hauling operations.

It is also true, as Mr. Miller points out, that had they rocked the areas covered by the fillslide later in the winter at Burnt Hill, we would have lost some rock when the roadbed dropped, but this neither we nor the contractor knew at that time.

LR Chandler
L. R. Chandler
Division Engineer

LRC:ds

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MAR 16 1962
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5758

March 15, 1962

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

Acceptance of Project

It is requested that we be advised by letter the date of acceptance by the Bureau of Public Roads of the following project:

> Burnt Hill-Thomas Creek Unit, Burnt Hill Brookings Section of the Oregon Coast Highway, stone base, binder and paving aggregate production, State Contract No. 5758.

If the project has not been accepted by the Bureau of Public Roads, please advise us of the conditions necessary for your acceptance.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

DBP:bb

Form E-1—(Rev.)—

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

Section Burnt Hill - Thomas Creek Unit
Burnt Hill - Brookings

For Week Ending March 9, 1962

Highway Oregon Coast, County Curry

Kind of work Stone Base, Binder & Agg. Prod.

Section prefix 8-1039

Contractor Peter Kiewit Sons' Co.

Contract number 5758

Date of contract July 28, 1960

Specified work days 140

Date work started Sept. 22, 1960

Work days used 172

Project authorization $509,793.56

Exclusive of engineering $473,675.44

Per cent of time elapsed 123 %

Estimated cost of completed project, exclusive of engineering $486,956.46

Estimated per cent overrun or underrun 2.80 %

Per cent of contract completed, based on estimated cost 100 %

Engineering authorization $36,118.12

Engineering cost to date $34,999.84, 96.9 %

Date project was completed Dec. 15, 1961

ESTIMATED PER CENT COMPLETE

CLEARING	DRAINAGE	GRADING	STRUCTURES	BASE	OIL AND/OR PAVE.	MAT'L PROD.
	100	100		100	100	100

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, etc.:

No activity by contractor.

Delivered semi-final to Roseburg Monday March 5, 1962

Mr Chandler on the project Thursday.

This is the final report

NOTED

Signed Carl T. Knee Res. Eng. Carl T Knee

Address P.O. Box 515 Gold Beach, Ore.

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project		6.76		6.76	
Miles partially completed		6.76		6.76	
Miles completed		6.76		6.76	
Total estimated quantities (contract)		172,500 Tons	11,800 CY	2,470 CY	45,230CY
Total quantities corrected to date		160,534 Tons	12,220 CY	1,418 CY	45,317 CY
Estimated quantities moved or placed to date		160,534 Tons	12,220 CY	1,418 CY	45,317 CY
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Men

Supervision

Men and trucks under 3 tons

Men and trucks over 3 tons

Men and tractors

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Compaction rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Rain		
Monday	Rain		
Tuesday	Showers		
Wednesday	Fair		
Thursday	Fair		
Friday	Showers		
Saturday			

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5758

January 22, 1962

Peter Kiewit Sons' Co.,
Sparta Bldg.,
Medford
Oregon

Gentlemen:

The State Highway Commission, at its meeting on January 19, 1962, discussed with the Engineer your request for an extension of time on contract #5758. You requested 57 additional workdays within which to complete the stone base-binder-aggregate production on the Burnt Hill-Thomas Creek Unit of the Burnt Hill-Brookings Section of the Oregon Coast Highway in Curry County, without assessment of liquidated damages.

After considering the report and recommendation of the Engineer, and other available information, the Commission denied your request.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

de

cc: L. B. Chandler
George A. Barnhart
F. D. Morgan
Bureau of Public Roads
L. H. Young
C. H. Matson

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EPF-134(17)

5744

File

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Roseburg, Oregon
Jan. 9, 1962

SUBJECT: Burnt Hill-Thomas Creek Unit
Oregon Coast Highway

To: F. D. Morgan
Construction Engineer
Salem, Oregon

Att: F. B. Klaboe

The matter of an expected overrun of crushed materials on the Burnt Hill-Thomas Creek Unit of the Oregon Coast Highway was the subject of a letter from yourself to Mr. Morgan on November 29, 1960. A short time later, I advised you, after discussion with Mr. Rod Miller, Area Manager for the Kiewit Company, that the Company was aware that the crushed rock quantities as given in the contract were heavier than needed, that they had figured on that probability, and that no claim for any extra price would be forthcoming from them.

A short while ago, you again brought up the matter, and I have checked it out. I find that moneywise the project, as actually built, used up 91.9% of the gross amounts of the crushed rock items, including cubic yards and tons. In addition, Mr. Miller again advised me that they did not consider that they had any claim forthcoming because of the above.

A copy of the tabulated items is enclosed.

L R Chandler
L. R. Chandler
Division Engineer

RECEIVED
JAN 10 1962
OFFICE OF
HIGHWAY ENGINEER

LRC:ds
encl.

Send copy to Porter
BK

CONSTRUCTION DIVISION
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NOTED
R. L. PORTER

OREGON STATE HIGHWAY DEPARTMENT

TABULATION SHEET

SHEET .... OF .... SHEETS

Jan. 4, 1962

	Item		[illegible]	[illegible]	[illegible]	[illegible]	A.R. Amount	Cont.
[illegible] Crse.	Crshd Mat'l in Base		[illegible]	14[illegible]	43[illegible]	[illegible]	162,328	163,818
3/4-0	Mat'l in Base			24,[illegible]	17,5[illegible]	1.25	30,875	21,875
Sprinkling			[illegible]	[illegible]	[illegible]	3.[illegible]	[illegible]	6840
3/4-0	Mat'l in Windrow		Cu yd	24[illegible]	[illegible]	3.5[illegible]	8645	6,250
MC-2	Asphalt		Ton	3[illegible]	—	42.[illegible]	2960	—
3/4"-0	Mat'l in Stockpile		Cu yd	[illegible]	[illegible]	[illegible]	32,300	32,800
3/4"-1/4"	" "	"		[illegible]	[illegible]00	[illegible]	22,040	22,040
1/4"-0	" "	"		[illegible]	[illegible]	[illegible]	24,320	24,320
[illegible]-1/4"	Oiling Agg in SP			[illegible]	80	2.[illegible]5	5251	5251
3/4"-1/2"	" "	" "		730	730	2.95	2153	2153
1/2"-1/4"	" "	"		8[illegible]	[illegible]	2.95	2566	2566
1/4"-#10	" "	" "		450	450	2.95	1328	1325
				220100	207930		313,126	287,741

313,126 = 91 9/10

- 287741

25,385

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January 4, 1962

Oregon State Highway Commission

Request for Extension of Time
No. 4
January 19, 1962 Meeting

Gentlemen:

The contractor, Peter Kiewit Sons' Company, for the Burnt Hill-Thomas Creek Unit of the Oregon Coast Highway, Contract No. 5758, has requested that his work time be extended 57 days without the assessment of liquidated damages. The contractor reasons that he should be awarded a proportional amount of additional days based on the comparison of the value of extra work to the value of the original contract.

All the extra work performed on this project could have been performed along with and not conflicting with the contract work. No additional time was required as a result of the extra work performed.

It is therefore recommended that the request be denied. This matter will be on the agenda for the January 19 meeting.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc Mr. R. L. Porter
Mr. H. L. Young
Mr. F. D. Morgan

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#4

OREGON STATE HIGHWAY COMMISSION

Engineers Recommendation Regarding Contractors Request for Increase in Number of Workdays to Complete Construction Contract

Investigation has been completed regarding the request (see reverse side) for an increase in the number of workdays within which to complete, without assessment of liquidated damages, the following project:

Contract No. 5758 Contractor Peter Kiewit Sons' Co.

Highway Oregon Coast

Section Burnt Hill - Thomas Creek Unit Burnt Hill - Brookings Section

Kind of Work Stone Base, Binder And Aggregate Production

It is recommended that the request for increase in the number of workdays within which to complete said contract be **DENIED** or ~~**GRANTED**~~. The reasons for such recommendation are as follows: The contractor did not use the time available to him during the working season of 1960, he also crushed material for other projects until the working days left for the 1961 work season were not enough.

Jan 19. 1962
Request denied by Hwy Commission
F. Quiry

Recommended for Approval:

Division Engineer

W. Klabe
Construction Engineer or Bridge Engineer

State Highway Engineer

Contract No. 5758

Project designation Federal Aid Primary [illegible] 124 (17)
State-Federal

Date awarded July 28, 1960

Work started Sept. 22, 1960

Per cent completed 94% Nov. 10, 1961
Date

No. of Workdays Allowed 140

No. of Workdays Used 140

No. of Added Workdays Requested 57

The amount of Contract No. 5758, covering this project was $373,976.50. The number of contract days allowed for performance of the contract was 140. The special provisions for the project provided that certain extra work items on the roadway would be either performed by State forces or by the contractor, as the engineer may decide.

We assume that if the State had performed this work with its own forces, the contractor's work days would not have been assessed until such time as this work had been completed. By the same reasoning we ask that the contractor's work days be increased by the number of days that the extra work was carried on. However, we do feel that the increased work days should be limited by the proportional amount that the value of the extra work is to the amount of the original contract.

Up to September 20, 1961 the value of this extra work was $151,472.53 and it was performed on days that 66 work days were charged against the contract. The value of the extra work is 40.5 per cent of the original contract amount and 40.5 per cent of the contract work days is 56.7 days.

We respectfully request an increase in the number of work days from 140 to 197.

E—330 (Rev.)—5M—10-57

OREGON STATE HIGHWAY COMMISSION

Contractors Request
for
Increase in Number of Workdays
to
Complete Construction Contract

Oregon State Highway Commission
Salem, Oregon

Date 26 October, 1961

Gentlemen:

We, the undersigned, respectfully request an increase in the number of workdays from 140 days to 197 days, within which to complete our Contract No. 5758, without the assessment of liquidated damages. The said contract is described as follows: Stone Base, Binder & Aggregate Prod. on the Burnt Hill-Thomas Creek Unit, Burnt Hill-Brookings Sect. in Curry County The dates of the workdays during which prosecution of the work was actually prevented and the conditions or causes which actually prevented the prosecution of work on said dates were as follows:

Respectfully submitted,

PETER KIEWIT SONS' COMPANY
Contractor

By R. B. Miller
R. B. Miller, Area Manager

CONSENT OF SURETY

Date October 26, 1961

We, THE ÆTNA CASUALTY AND SURETY COMPANY

Hartford, Connecticut, as

surety on the bond guaranteeing the completion of the contract above-named and listed, hereby join in and consent to said request for an increase in the number of workdays, and hereby agree to remain fully bound as surety in all respects as if the number of workdays remained as stipulated in the original agreement.

J. B. Gibbs
Attorney-in-fact J. B. Gibbs

Paul R. Ratliff
Resident Agent

(SEAL)

E—330 (Rev.)—6M—10-57

OREGON STATE HIGHWAY COMMISSION

Contractors Request
for
Increase in Number of Workdays
to
Complete Construction Contract

Oregon State Highway Commission
Salem, Oregon

Date 26 October, 1961

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The amount of Contract No. 5758, covering this project was $373,976.50. The number of contract days allowed for performance of the contract was 140. The special provisions for the project provided that certain extra work items on the roadway would be either performed by State forces or by the contractor, as the engineer may decide.

We assume that if the State had performed this work with its own forces, the contractor's work days would not have been assessed until such time as this work had been completed. By the same reasoning we ask that the contractor's work days be increased by the number of days that the extra work was carried on. However, we do feel that the increased work days should be limited by the proportional amount that the value of the extra work is to the amount of the original contract.

Up to September 20, 1961 the value of this extra work was $151,472.53 and it was performed on days that 66 work days were charged against the contract. The value of the extra work is 40.5 per cent of the original contract amount and 40.5 per cent of the contract work days is 56.7 days.

We respectfully request an increase in the number of work days from 140 to 197.

By
R. B. Miller, Area Manager

CONSENT OF SURETY

Date October 26, 1961

We, THE ÆTNA CASUALTY AND SURETY COMPANY

Hartford, Connecticut, as

surety on the bond guaranteeing the completion of the contract above-named and listed, hereby join in and consent to said request for an increase in the number of workdays, and hereby agree to remain fully bound as surety in all respects as if the number of workdays remained as stipulated in the original agreement.

J. B. Gibbs
Attorney-in-fact J. B. Gibbs

Paul R. Ratliff
Resident Agt

(SEAL)

E—320 (Rev.)—5M—10-57

OREGON STATE HIGHWAY COMMISSION

Contractors Request
for
Increase in Number of Workdays
to
Complete Construction Contract

Oregon State Highway Commission
Salem, Oregon

Date 26 October, 1961

Gentlemen:

The amount of Contract No. 5758, covering this project was $373,976.50. The number of contract days allowed for performance of the contract was 140. The special provisions for the project provided that certain extra work items on the roadway would be either performed by State forces or by the contractor, as the engineer may decide.

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ect.

We assume that if the State had performed this work with its own forces, the contractor's work days would not have been assessed until such time as this work had been completed. By the same reasoning we ask that the contractor's work days be increased by the number of days that the extra work was carried on. However, we do feel that the increased work days should be limited by the proportional amount that the value of the extra work is to the amount of the original contract.

Up to September 20, 1961 the value of this extra work was $151,472.53 and it was performed on days that 66 work days were charged against the contract. The value of the extra work is 40.5 per cent of the original contract amount and 40.5 per cent of the contract work days is 56.7 days.

We respectfully request an increase in the number of work days from 140 to 197.

CONSENT OF SURETY

Date October 26, 1961

We, THE AETNA CASUALTY AND SURETY COMPANY

Hartford, Connecticut, as

surety on the bond guaranteeing the completion of the contract above-named and listed, hereby join in and consent to said request for an increase in the number of workdays, and hereby agree to remain fully bound as surety in all respects as if the number of workdays remained as stipulated in the original agreement.

J. B. Gibbs
Attorney-in-fact J. B. Gibbs

(SEAL)

Paul R. Ratliff
Resident Agent

E—330 (Rev.)—8M—10-57

OREGON STATE HIGHWAY COMMISSION

Contractors Request
for
Increase in Number of Workdays
to
Complete Construction Contract

Oregon State Highway Commission
Salem, Oregon

Date 26 October, 1961

Gentlemen:

We, the undersigned, respectfully request an increase in the number of workdays from 140 days to 197 days, within which to complete our Contract No. 5758, without the assessment of liquidated damages. The said contract is described as follows: Stone Base, Binder & Aggregate Prod. on the Burnt Hill-Thomas Creek Unit, Burnt Hill-Brookings Sect. in Curry County The dates of the workdays during which prosecution of the work was actually prevented and the conditions or causes which actually prevented the prosecution of work on said dates were as follows:

Respectfully submitted,

PETER KIEWIT SONS' COMPANY
Contractor

By R. B. Miller
R. B. Miller, Area Manager

CONSENT OF SURETY

Date October 26, 1961

We, THE ÆTNA CASUALTY AND SURETY COMPANY
Hartford, Connecticut, as

surety on the bond guaranteeing the completion of the contract above-named and listed, hereby join in and consent to said request for an increase in the number of workdays, and hereby agree to remain fully bound as surety in all respects as if the number of workdays remained as stipulated in the original agreement.

J. B. Gibbs
Attorney-in-fact J. B. Gibbs

(SEAL)

Paul R. Ratliff
Resident Agent

E—320 (Rev.)—5M—10-57

OREGON STATE HIGHWAY COMMISSION

Contractors Request
for
Increase in Number of Workdays
to
Complete Construction Contract

Oregon State Highway Commission
Salem, Oregon

Date 26 October, 1961

Gentlemen:

The amount of Contract No. 5738, covering this project was $373,976.50. The number of contract days allowed for performance of the contract was 140. The special provisions for the project provided that certain extra work items on the roadway would be either performed by State forces or by the contractor, as the engineer may decide.

We assume that if the State had performed this work with its own forces, the contractor's work days would not have been assessed until such time as this work had been completed. By the same reasoning we ask that the contractor's work days be increased by the number of days that the extra work was carried on. However, we do feel that the increased work days should be limited by the proportional amount that the value of the extra work is to the amount of the original contract.

Up to September 20, 1961 the value of this extra work was $151,472.53 and it was performed on days that 66 work days were charged against the contract. The value of the extra work is 40.5 per cent of the original contract amount and 40.5 per cent of the contract work days is 56.7 days.

We respectfully request an increase in the number of work days from 140 to 197.

CONSENT OF SURETY

Date October 26, 1961

We, THE ÆTNA CASUALTY AND SURETY COMPANY

Hartford, Connecticut, as

surety on the bond guaranteeing the completion of the contract above-named and listed, hereby join in and consent to said request for an increase in the number of workdays, and hereby agree to remain fully bound as surety in all respects as if the number of workdays remained as stipulated in the original agreement.

J. B. Gibbs
Attorney-in-fact J. B. Gibbs

(SEAL)

Paul R. Ratliff
Resident Agent

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FOR FILING

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OREGON STATE HIGHWAY COMMISSION

Engineers Recommendation Regarding Contractors Request for Increase in Number of Workdays to Complete Construction Contract

Investigation has been completed regarding the request (see reverse side) for an increase in the number of workdays within which to complete, without assessment of liquidated damages, the following project:

Contract No. 5750 Contractor Peter Kiewit Sons' Co.

Highway Oregon Coast

Section Burnt Hill - Thomas Creek Unit   Burnt Hill - Brookings Section

Kind of Work Stone Base, Binder And Aggregate Production

It is recommended that the request for increase in the number of workdays within which to complete said contract be **DENIED** or ~~**GRANTED**~~. The reasons for such recommendation are as follows: The contractor did not use the time available to him during the working season of 1960, he also crushed material for other projects and the working days left for the 1961 work season were not enough.

Jan 19. 1962
Request denied by Hwy Commission
F. Quiry

Recommended for Approval:

Division Engineer

W B Klabre
Field

Construction Engineer or Bridge Engineer

State Highway Engineer

Contract No. 5750

Project designation Federal Aid Primary EBF 124 (17)
State-Federal

Date awarded July 28, 1960

Work started Sept. 22, 1960

Per cent completed 94% Nov. 10,1961
Date

No. of Workdays Allowed 140

No. of Workdays Used 140

No. of Added Workdays Requested 57

E—330 (Rev.)—5M—10-57

OREGON STATE HIGHWAY COMMISSION

Contractors Request
for
Increase in Number of Workdays
to
Complete Construction Contract

Oregon State Highway Commission
Salem, Oregon

Date 26 October, 1961

Gentlemen:

The amount of Contract No. 5758, covering this project was $373,976.50. The number of contract days allowed for performance of the contract was 140. The special provisions for the project provided that certain extra work items on the roadway would be either performed by State forces or by the contractor, as the engineer may decide.

Sect.

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We assume that if the State had performed this work with its own forces, the contractor's work days would not have been assessed until such time as this work had been completed. By the same reasoning we ask that the contractor's work days be increased by the number of days that the extra work was carried on. However, we do feel that the increased work days should be limited by the proportional amount that the value of the extra work is to the amount of the original contract.

Up to September 20, 1961 the value of this extra work was $151,472.53 and it was performed on days that 66 work days were charged against the contract. The value of the extra work is 40.5 per cent of the original contract amount and 40.5 per cent of the contract work days is 56.7 days.

We respectfully request an increase in the number of work days from 140 to 197.

By
R. B. Miller, Area Manager

CONSENT OF SURETY

Date October 26, 1961

We, THE ÆTNA CASUALTY AND SURETY COMPANY

Hartford, Connecticut, as

surety on the bond guaranteeing the completion of the contract above-named and listed, hereby join in and consent to said request for an increase in the number of workdays, and hereby agree to remain fully bound as surety in all respects as if the number of workdays remained as stipulated in the original agreement.

J. B. Gibbs
Attorney-in-fact J. B. Gibbs

(SEAL)

Paul R. Ratliff
Resident Ag

FORM E-50 50M 8-61 24397

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
December 6, 1961

SUBJECT: Request for Extension of Time
Burnt Hill-Thomas Creek Section
Oregon Coast Highway
Contract No. 5758

To: Mr. Forrest Cooper
Acting State Highway Engineer
BUILDING

The contractor, Peter Kiewit Sons' Company, has requested that their work time on this project be extended 57 days from an original allocation of 140 days to 197 days without the assessment of liquidated damages. The contractor reasons that he should be awarded a proportional amount of additional days on a pro rata basis of the comparison of the value of extra work to the value of the original contract. The original contract was for $373,976.50; slide correction work under two Extra Work Orders was performed in the total value of $151,472.53 or 40.5 per cent of the original work. 40.5 per cent of the original 140 days allotted amounts to 57 work days, the original time requested herein.

Under the anticipated items is listed the sum of $75,000 for slide removal. The special provisions of the contract contain a statement that extra work items or slide removal will be necessary and that said extra work will be performed by the contractor or by State forces, as the engineer may elect. No statements are made concerning the magnitude of the extra work or to the effect that the work day count established has or has not been set to include the extra work item. I list below the pertinent dates and allied time charges on the project:

July 28, 1960 - Contract awarded.

August 8, 1960 - Workday count started.

September 22, 1960 - Contractor began extra work items.

November 10, 1960 - Workday count stopped due to high water. 61 days had been charged at this time.

April 10, 1961 - Workday count started after all danger of Pistol River flooding had passed.

May 12, 1961 - Contractor began moving in his crushing plant.

NOTED
R. L. PORTER

June 2, 1961 - Contractor began crushing in earnest.

Please note that the contractor did not move in and begin work on the bid items until about 10 months after workday count began. Be advised also that all extra work items required on this project could have been performed along with and not conflicting with the contract bid items. In other words, the extra work did not act to require any additional time to complete the contract items. During this 10-month period, the contractor was continually urged by Division personnel to get in and begin working.

He finally began crushing the bid item of base rock. After finishing this item, he continued to crush base for two other projects awarded subsequent to this job. One was his own project from Buena Vista to Cape Sebastian and the other a subcontracted project from Cape Sebastian to Myers Creek. In all, he crushed 171,392 tons of base rock for these other projects over a period of 27 days before he began crushing the paving aggregates for this job.

He was requested to do the paving aggregates for this job before crushing for the others. He refused to make the necessary plant changes unless the State paid for them at an estimated cost of $4,000.

As a consequence of these actions, he delayed our paving contractor (Dorman Construction) in their work and throwing them further into an unfavorable paving season.

We therefore recommend that the request be denied. If you concur in this action, the contractor will be assessed 34 days at $160 per day for a total of $5,440.

Rough drafts of letters to the Bureau of Public Roads and the State Highway Commission are enclosed. It is recommended that the letter to the Commission be held until such time as we receive Bureau of Public Roads concurrence in the action.

Tom Edwards
Construction Engineer

By FB Klaboe
F. B. Klaboe
Acting Assistant Construction Engineer

FBK:jw

Encl.

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OFFICE OF
STATE HIGHWAY ENGINEER

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5754

Salem, Oregon
January 4, 1962

Burnt Hill-Thomas Creek
Contract No. 5758

Mr. Forrest Cooper
State Highway Engineer
Office

Here are my reasons for recommending that Peter Kiewit Sons' Company's request for 57 days time extension on Contract No. 5758 be denied.

1. The contract was awarded on July 28, 1960, but the contractor did not start work until May 12, 1961.
2. He delayed the production of A.C. aggregates which delayed the paving contractor and required paving work in unfavorable weather.
3. He claims extra time because of slide removal work. The first Extra Work Order on slide removal was issued on August 12, 1960, and no start was made on this work until after May 12, 1961.
4. On the day he started work (May 12, 1961) 72 work days had been charged.
5. The special provisions stated that the slide removal would be done by State forces or the contractor as the engineer may decide and, if done by the contractor shall be either on a force account basis or by pass agreement. The Extra Work Order was issued on August 12, 1960. It is my opinion that the special provisions gave the contractor constructive notice that he would be called upon to perform the slide removal work.
6. It is difficult to justify a time extension where no effort was made to accomplish the work until a lapse of 72 working days.

R. L. Porter
Assistant Highway Engineer

RLP:ajw

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FOR FILING

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December 27, 1961

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on December 9, 1961, on Contract No. 5758, Burnt Hill-Thomas Creek Unit, Burnt Hill-Brookings Section, in Curry County, in connection with Federal-Aid Project No. EBF-124(17).

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

DBP:bb

cc: H. S. Cox

RECEIVED
OCT 17 1961
FOR FILING

COMMISSIONERS
M. K. MCIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

5759

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

October 11, 1961

Mr. Rod Miller
Peter Kiewit Sons' Company
Sparta Building
Medford, Oregon

Dear Mr. Miller:

Reference is made to Contract No. 5758, Burnt Hill-Thomas Creek Section. The gradation requirements for 3/4"-1/2" asphaltic concrete aggregate contain a typographical error. (See Page 13 under 2). The phrase "percentage passing the 3/4-inch sieve, retained on 1/4-inch sieve" should read "percentage passing the 3/4-inch sieve, retained on 1/2-inch sieve."

Please change your copies of the specification form as indicated above.

Very truly yours,

W. C. Williams
State Highway Engineer

By

F. B. Klaboe
F. B. Klaboe
Field Construction Engineer

FBK:fp

cc Forrest Cooper
F. D. Morgan
G. A. Barnhart

NOTED
FORREST COOPER

RECEIVED
OCT 11 1961
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED

FOR FILING

5758

NOTED
W. C. WILLIAMS

CON RSB 203 6-19-61 1 41 PM

F B KLABOE

ANTICIPATED COMPLETION DATES, BURNT HILL-BROOKINGS SECTION, OREGON COAST HIGHWAY:

1. BURNT HILLATHOMAS CREEK, CONTRACT TUTXXX 5758 PETER KIEWIT SONS CO STONE BASE AND AGGREGATE WILL BE READY FOR PAVING CONTRACTOR BY SEPT 1. CONTRACT STILL HAS 48 WORK DAYS.

2. THOMAS CREEK-BROOKINGS SECTION, CONTRACT ~~5908~~ 5636, DORMAN CONST CO, PAVOB PAVING, WIL BE PAVED BY AUG 20.

BURNT HILL-

//////////////B/B¢#/$A//

BURNT HILL-THOMAS CREEK , CONTRACT 590IXXX 5908 WILL BE PAVED BY OCT 15# B£B// OCT 15, 1961.

3. THOMAS CREEK BRIDGE, CONTRACT 5656, BETHELEM STEEL CO, WILL BE READY FOR TRAFFIC ABOUT NOV 15, 1961. THIS WILL MAKE BURNT HILL-BROOKINGS SECTION READY FOR TRAFFIC ABOUT NOV 15, 1961.

PLEASE AGKNOWLEDGE.

MORGAN

BY:,.

WCW

RECEIVED
MAY 31 1961
FOR FILING

EBF-124(17)
5758

Salem, Oregon
May 31, 1961

Increase in Project Authorization
Burnt Hill-Thomas Creek Unit,
Burnt Hill-Brookings Section
Oregon Coast Highway
Curry County, Contract No. 5758

Mr. Carl T. Knee
Resident Highway Engineer

This is to advise you that at its meeting of May 26, 1961, the Highway Commission approved an increase of $40,822.50 in project authorization on the subject project.

The new authorization for construction is $509,793.56. This amount should be used in all future reports on this project.

for R. L. Porter
Office Engineer

DBP:jb

cc: F. D. Morgan

RECEIVED
MAY 24 1961
FOR FILING

EBF-124 (17)
5754

May [illegible], 1961

Oregon State Highway Commission

Gentlemen:

An overrun of the original project authorization for Contract No. 5754, the Burnt Hill-Thomas Creek Unit surfacing on the Oregon Coast Highway in Curry County is anticipated.

The original authorization is [illegible]. The present anticipated cost is [illegible], which indicates an overrun of [illegible] or [illegible] percent.

This project involves construction in the unstable coastal area of Curry County. The original project authorization included $73,000 for anticipated slide removal but this amount has proved to be inadequate.

This request for additional project authorization will be presented to you at the May [illegible] meeting and I recommend your approval.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

cc Mr. Tom Edwards
Mr. R. L. Porter
Mr. C. N. Maison

CHB: FP FN

FORM E-30 50M 3-61 84307

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 22, 1961

SUBJECT: Overrun of Project Authorization
Burnt Hill-Thomas Creek Unit
Oregon Coast Highway
Curry County

To:
Mr. Forrest Cooper
Deputy State Highway Engineer
OFFICE

Attached for your approval is a "Report of Expected Overrun of Project Authorization" for the Burnt Hill-Thomas Creek Unit, Contract No. 5758.

The original project authorization is $468,971.06; the present estimate of cost is $509,793.56 for an anticipated overrun of $40,822.50 or 8.7 per cent.

This project involves construction in the unstable coast area of Curry County. The original project authorization included $75,000 for anticipated slide removal, but this amount has proved to be inadequate.

A rough draft of a letter to the Commission is attached.

Tom Edwards
Construction Engineer

By C H Baker
C. H. Baker
Assistant Field Construction Engineer

CHB:fp

Enc.

NOTED
FORREST COOPER

RECEIVED
[illegible]

RECEIVED
MAY 24 1961
FOR FILING

EBF-124(17)

5758

1

May 24, 1961

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 2 - supplemental covering slide removal and reshaping shoulders and slopes on the Burnt Hill-Thomas Creek Unit, Burnt Hill-Brookings Section of the Oregon Coast Highway in Curry County, Contract No. 5758, in connection with Federal Aid Project No. EBF-124(17).

This supplemental order is in addition to the original Order for Extra Work No. 2, approved by BPR September 9, 1960. Additional slides have occurred and the repair of drainage facilities are necessary.

Equipment rental rates will be in conformance with the State A.G.C. agreement and contractor's percentage allowance will be in accordance with this contract.

This work has been verbally approved by the BPR District Engineer.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

DBP:jb
Enc.

RECEIVED
MAY 31 1961

FOR F

)REGON STATE HIGHWAY DEPARTME

Report on Expected Over-run of Project Authorization

Project Name Burnt Hill-Thomas Creek Unit Burnt Hill-Brookings Section

Date April 27, 1961

Highway Oregon Coast

Contract No. 5758

County Curry

Kind of Work Stone Base, Binder & Aggregate Prod.

Contractor Peter Kiewit Sons' Co.

Contract Amount $373,976.50

Expected over-runs and under-runs in contract items:

Major items, itemized:

	Quantity	Unit Price	Amount
5. Coarse Crushed Material in Base	13,500	$1.14	$ 15,390.00
6. 3/4"-0 Material in Base	2,230	1.25	- 2,787.50

EFF-124(17)

5758

Minor items, unitemized algebraic total + 9,200

Subtotal $394,999.00

Approved work orders (Price, extra work and state force orders) $ 76,500.00

Expected over-runs and under-runs in work orders:

Major items, itemized:

	Amount
Slide Correction (EWO # 2)	$ 52,000.00
Level and Slope Stockpile Sites (EWO # 3)	- 1,000.00

Minor items, unitemized algebraic total

Subtotal	$492,499.00
Authorization for engineering	$ 36,118.12
Expected over-run or under-run of engineering authorization	$ 0
Costs not included above (explain) Authorized for stockpile leveling in original contract but not asked for in Order for Extra Work #3	$ 1,000.00
Allowance for future contingencies (——% of work remaining)	$ 19,116.44
Credits to come from transfers and deductions	$ 38,940.00
Present estimate of project cost	$509,793.56

Brief Statement of principal causes of over-run:

The slide correction allowance in the original contract as set up didn't allow or anticipate for the two major slide actions here given: Burtn Hill Slide - Stations 722+50 to 729+50 and Slide at 746. These slide actions require line changes through both areas; amount to approximately 91,946 CY. exc.

INSTRUCTIONS

A report on this form is to be submitted if and when it becomes evident that the project cost will exceed the original project authorization by more than five per cent and again if and when it becomes evident that the project cost will exceed by more than five per cent a subsequently approved increased project authorization. Submit five copies to Salem. After having been noted by the Deputy or Assistant State Highway Engineer, one copy will be sent to the Division Engineer and one copy to the Resident Engineer.

Project authorization	$468,971.06
Present estimate of project cost	$509,793.56
Expected over-run (Amount)	$ 40,822.50
Expected over-run (per cent)	8.7 %

Space to right of this line is for use of Salem office.

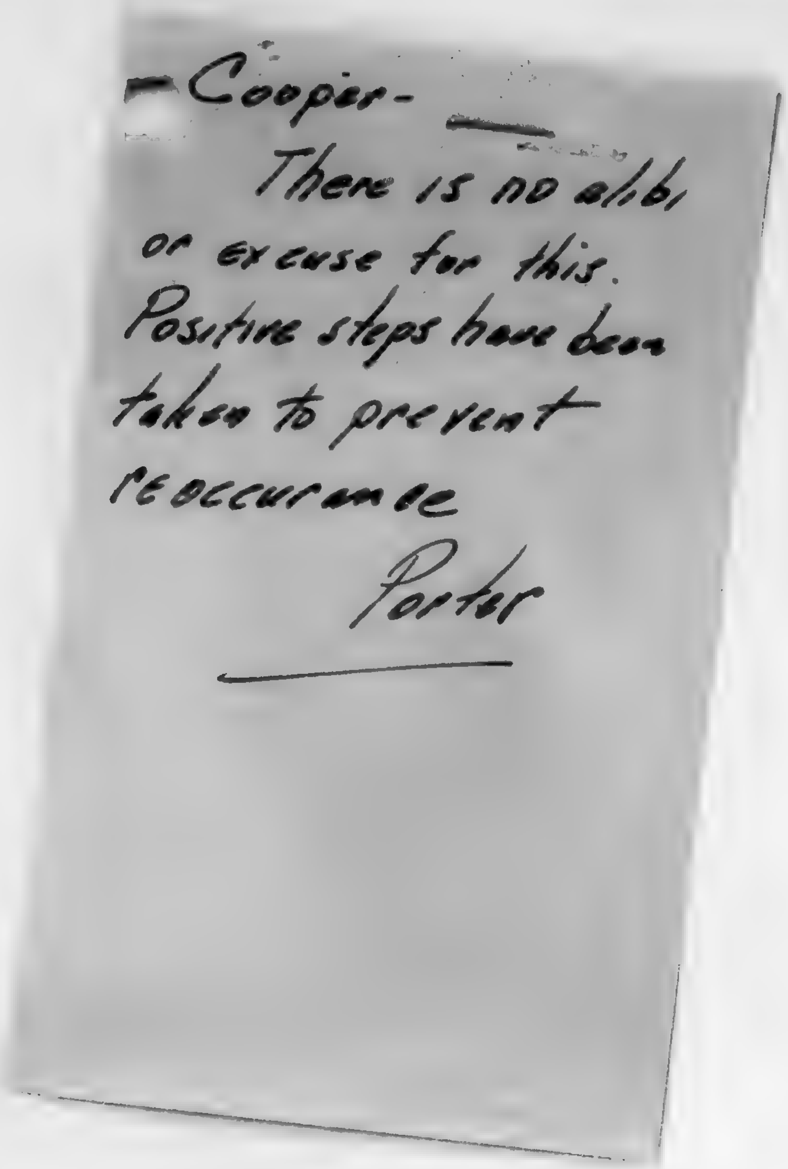
Submitted by: /s/ Carl T. Enos Resident Engineer

Confirmed by: /s/ L. R. Chandler Division Engineer

Noted by: T. H. Young Construction or Bridge Engineer

Noted by: Deputy or Assistant State Highway Engineer

State Printing 86719



Cooper-

There is no alibi or excuse for this. Positive steps have been taken to prevent reoccurance

Porter

RECEIVED
DEC 5 1960
FORM [illegible]

FOR FILING
ENF-124(17)
5758

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
November 29, 1960

SUBJECT: Burnt Hill-Thomas Creek Unit
Burnt Hill-Brookings Section
Oregon Coast Highway

To:

Mr. F. D. Morgan
Division Engineer
State Highway Department
Roseburg, Oregon

It has been brought to our attention that the rock quantities for this project were substantially over-estimated and that a reduction in said quantities must be negotiated with the contractor. This reduction in quantities approximates 15.8 per cent of the total amount of the contract. Said reduction is found in almost all of the rock materials as shown by the accompanying tabulation.

Please therefore negotiate with the contractor for the reduction required at unit prices is possible. If it is impossible to achieve the reduction at unit prices, strong documentation will be required for an increase in the unit prices themselves.

Tom Edwards
Construction Engineer

By

FB Klaboe
F. B. Klaboe
Field Construction Engineer

FBK:fp

Enc.

cc Forrest Cooper
R. L. Porter

RECEIVED
[illegible] 1960

Burnt Hill-Thomas Creek Unit,
Burnt Hill-Brookings Section
Stone Base, Binder & Aggregate Production

Item No.	Item			Unit Price	Amount	
1	DRAINAGE EXCAVATION UNCLASSIFIED	290.0	CU YDS	3.00	870.00	
2	GENERAL EXCAVATION UNCLASSIFIED	5700.0	CU YDS	.50	2850.00	
3	6 IN PERF METAL DRAIN PIPE UNCOATED	2400.0	LIN FT	2.00	4800.00	
4	SPECIAL BACSFILL IN DRAIN	240.0	CU YDS	5.00	1200.00	
5	COARSE CRUSHED MATERIAL IN BASE	116,500 ~~147700.0~~	TONS	1.14	~~168378.00~~	132,810.0
6	3 4 IN 0 MATERIAL IN BASE	20400 ~~24700.0~~	TONS	1.25	~~30875.00~~	25500.0
7	SPRINKLING	2600 ~~3270.0~~	M GALS	3.00	~~9810.00~~	7800.0
8	PREPARATION OF BASE	6.760	MILES	250.00	1690.00	
9	3 4 IN 0 MATERIAL IN BINDER COURSE	2040 ~~2470.0~~	CU YDS	3.50	~~8645.00~~	7140.00
10	MC 2 ASPHALT	320 ~~380.0~~	TONS	42.00	~~15960.00~~	13440.0
11	3 4 IN 0 CR BASE MATERIAL IN STOCKPILE	16000 ~~17000.0~~	CU YDS	1.90	~~32300.00~~	30400.00
12	3 4 IN 1 4 IN CR PAVING AGGR IN STCKPLE	9500 ~~11600.0~~	CU YDS	1.90	~~22040.00~~	18050.00
13	1 4 IN 0 CR PAVING AGGR IN STOCKPILE	10500 ~~12800.0~~	CU YDS	1.90	~~24320.00~~	19950.00
14	1 1 4 IN 3 4 IN CR OILING AGGR IN STCKPIL	1400 ~~1780.0~~	CU YDS	2.95	~~5251.00~~	4130.00
15	3 4 IN 1 2 IN CR OILING AGGR IN STCKPIL	600 ~~730.0~~	CU YDS	2.95	~~2153.50~~	1770.00
16	1 2 IN 1 4 IN CR OILING AGGR IN STCKPIL	700 ~~870.0~~	CU YDS	2.95	~~2566.50~~	2065.00
17	1 4 IN NO 10 CR OILING AGGR IN STCKPIL	360 ~~450.0~~	CU YDS	2.95	~~1327.50~~	1062.00
18	3 4 IN 1 2 IN CR MAINT MATL IN STCKPIL	3000.0	CU YDS	3.30	9900.00	
19	1 2 IN 1 4 IN CR MAINT MATL IN STCKPIL	5000.0	CU YDS	3.30	16500.00	
20	1 4 IN NO 10 CR MAINT MATL IN STCKPIL	1800.0	CU YDS	3.30	5940.00	
21	1 4 IN 0 CR MAINTENANCE MATL IN STCKPIL	2000.0	CU YDS	3.30	6600.00	

[illegible] Total Amount of Contract [illegible]

[illegible]

[illegible]

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SEP 28 1960
FOR FILING

EP F-124 (1?)

5758

September 27, 1960

Mr. C. O. Falk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was started on September 22, 1960, on Contract No. 5758, Burnt Hill-Thomas Creek Unit, Burnt Hill-Brookings Section, in Curry County, in connection with Federal Aid Project No. ERF-124(17).

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

DBP:sw

RECEIVED
SEP - 9 1960
FOR FILING

E137-124(17)

5758

September 9, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 2 covering slide removal on the Burnt Hill-Thomas Creek Unit, Burnt Hill-Brookings Section of the Oregon Coast Highway in Curry County, Contract No. 5758, in connection with Federal Aid Project No. EBF-124(17).

Numerous slides in cuts and fill settlements have occurred making it necessary to do extra work to prepare the roadbed for the surfacing.

This work was an anticipated item of the project and funds included in the project authorization. It has been verbally approved by the BPR Area Engineer.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

DBP:bb
Enc.

RECEIVED
AUG 24 1960
FOR FILING
EBF-124 (17)

5758

August 24, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 3 covering the leveling and sloping of stockpile sites on the Burnt Hill-Thomas Creek Unit, Burnt Hill-Brookings Section of the Oregon Coast Highway in Curry County, Contract No. 5758, in connection with Federal Aid Project No. EBF-124(17).

This work is necessary for the placing and storage of rock to be used in future paving and oiling work, and is included in the Special Provisions and authorization for the contract as "extra work".

Very truly yours,

W. C. Williams
State Highway Engineer

By

J. A. Hardie
Assistant Office Engineer

DBP:cr

Enclosures

RECEIVED
[illegible] 1960
FOR FILING
137-124 (17)
5758

August 24, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 1 covering the State's share of flagging costs on the Burnt Hill-Thomas Creek Unit, Burnt Hill-Brookings Section of the Oregon Coast Highway in Curry County, Contract No. 5758, in connection with Federal Aid Project No. EBF-124(17).

Very truly yours,

W. C. Williams
State Highway Engineer

By

J. A. Hardie
Assistant Office Engineer

DBP:bb

Enc.

RECEIVED
22 1960
FOR FILING

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

EPF-124 (17)
5758

August 19, 1960

Peter Kiewit Sons' Co.,
Sparta Bldg.,
Medford
Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission:

> Contract #5758, awarded July 28, 1960, for stone base-binder-aggregate production on the Burnt Hill-Thomas Creek Unit of the Burnt Hill-Brookings Section of the Oregon Coast Highway in Curry County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

de
Encl.

RECEIVED
1960
FOR FILING

EBF-124(17)

5758

Mr. W. C. Williams, State Highway Engineer
Salem, Oregon

July 28, 1960

C. G. Polk, Division Engineer
08-35.4-0 Salem, Oregon

Oregon Project EBF-124(17)

This is to advise of our prior verbal concurrence as of this date in award of Contract No. 5758 for Oregon Project EBF-124(17), Burnt Hill-Thomas Creek Unit of the Oregon Coast Highway, to Peter Kiewit Sons' Company of Omaha, Nebraska, low bidder in the amount of $373,976.50 at the July 28, 1960 bid opening.

Porter

NOTED
FORREST COOPER

RECEIVED

FOR FILING

FBF-124(17)

5758

~~When replying~~, refer to
08-35.4-DB

408 State Highway Building
Salem, Oregon

July 6, 1960

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Dear Sir:

We have today approved the P. S. and E. documents for Oregon Project EBF-124(17), Burnt Hill-Thomas Creek Unit, Burnt Hill-Brookings Section, Oregon Coast Highway.

This is to authorize your advertising for bids.

Concurrence in award will be withheld pending notification that all rights-of-way and rights-of-entry have been acquired.

Federal participation in the cost of stockpiled materials included in the proposed work will be withheld until such materials are incorporated into the project under a future contract or contracts.

The authorization granted hereunder is subject to this mutual understanding and agreement: (a) that payment of Federal funds for the project that the Bureau of Public Roads may be required to make to the State shall be made at times and in amounts and upon the basis of funds available therefor out of Highway Trust Fund revenues, as determined by the Bureau of Public Roads; (b) that any deferment of payment of Federal funds therefor shall not impose upon the Federal Government a liability for any penalty, interest or other cost attributable to the deferment; and (c) that any increase in the cost of the project to the State resulting from or incurred by reason of such deferment shall be borne in its entirety by the State and shall not be subject to reimbursement, in whole or in part, by the Federal Government.

Very truly yours,

C. G. Polk
Division Engineer

F-123(18) McKenzie-Bend Hwy. Interch.1960
Sec. (struc., grad., pav.
#5759 & sign inst.)

RECEIVED
FEB 13 1962

FOR FILING
F 123(18)
5759

February 9, 1962

General Insurance Co. of America
Portland Service Office
209 SW 4th Avenue
Portland 4, Oregon

Gentlemen:

Your company appears as surety on the performance bond furnished with our contract #5759, awarded to Babler Bros. Inc., for structure-grading-signing installation on the McKenzie-Bend Hwy. Interchange Section of The Dalles-California Highway in Deschutes County.

This contract was completed on August 16, 1961, and was accepted by the Highway Commission on September 15, 1961. Final payment in the amount of $7,121.41 will be released to the contractor on or after February 16, 1962. The total contract amount is $148,686.70, of which amount $899.27 represents force account items.

No claims for labor or materials have been filed with us.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: Babler Bros. Inc.,
4617 SE Milwaukie Ave.,
Portland 2
Oregon

RECEIVED
AUG 24 1961
FOR FILING

COMMISSIONERS
[illegible]IVES, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

5759

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

August 23, 1961

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
477 Cottage, N.E.
Salem, Oregon

Dear Sir:

Babler Brothers, Inc., completed work on the McKenzie-Bend Interchange Project on the McKenzie-Bend Highway in Deschutes County, Contract #5759, FAP No. F-123(18), on August 16, 1961.

Very truly yours,

Ivan D. Merchant
Bridge Engineer

mk

cc: J. W. Nash
Floyd Query ✓
D. B. Parlee

NOTED
FLOYD QUERY

NOTED ON CARD
dc

D Cook

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AUG 11 1961
FOR FILING

FORM 2-80X 80M 7-60 20306

[illegible](16)

5759

file

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 9, 1961

SUBJECT McKenzie-Bend
Highway Interchange
Contract #5759

To: Mr. W. C. Williams
State Highway Engineer
OFFICE

Babler Brothers, Inc., contractor on the above project, has completed all of the contract work with the exception of a very minor item of replacing a damaged sign. The replacement sign is in Bend ready to be installed in its proper location as soon as the current strike is settled.

In view of the fact that the contractor is prevented from completing the work by conditions beyond his control, he has requested that the retained percentage held on the contract be reduced from the usual 7½% to 3% of the completed work.

The contractor's request appears to me to be reasonable, and I would recommend that the request for reduction of the retained percentage be granted. May I have your concurrence in this recommendation.

Ivan D. Merchant
Bridge Engineer

CAG:mk

Approved W C Williams 8-10-61
W. C. Williams

Orig. to Merchant

RECEIVED
JAN 19 1961
FOR[illegible]

COMMISSIONERS
[illegible] McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

7-123 (18)
5759

January 6, 1961

E. Resnick
Traffic Safety Supply Co.
2324 S.E. Umatilla St.
Portland 2, Oregon

Dear Madam:

The attached shop drawings for the McKenzie-Bend Highway Interchange Section, Contract No. 5759, have been checked and are approved as noted.

Very truly yours,

G. S. Paxson
Assistant State Highway Engineer

By Original Signed by
F. B. CRANDALL

F. B. Crandall
Traffic Engineer

Attachments
DRA:jv
bc: G. S. Paxson ✓
Tom Edwards
Dean Swift
R. H. Clark

G. S. PAXSON

RECEIVED
JAN 9 1961
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
[illegible] 1960

FOR FILE
F-123 (18)
5759

H

408 State Highway Building
Salem, Oregon

December 6, 1960

Mr. W. C. Williams, State Highway Engineer
Salem, Oregon

By:
D. M. Emrich
Acting Division Engineer

C. G. Polk, Division Engineer
08-35.4-DA Salem, Oregon

McKenzie-Bend Interchange Section
Project F-123(18)

Returned herewith are all copies of your Order for State Force Work providing for seeding, mulching and fertilizing of slopes on subject project.

We are reluctant to participate in an order involving such a small amount of funds, particularly when no provision was made for this work in the P. S. and E. estimate.

However, if you still consider Federal participation in work under this order to be of adequate importance to justify the necessary modification in the estimate, the order should be resubmitted in proper form to enable our engineer to make the necessary finding in the public interest.

Attachments

Porter

[illegible] 5759 8-22-60

RECEIVED
[illegible] 1960
FOR FILING

Monthly Transaction No. 8-103	Form -2 (5-29-57) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	State **Oregon** 8
Project Report F-123(18)	**FEDERAL-AID PROJECT AGREEMENT**	County **Deschutes**
		Project No. **F-123(18)**

5759

The State, through its Highway Department, having complied with the terms and conditions set forth in the Federal-Aid Road Act, approved July 11, 1916 (39 Stat. 355), as amended and supplemented, and in the Regulations issued pursuant thereto by the Secretary of Commerce, relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein.

Project termini **US 97, McKenzie-Bend Jct. 1 mi. N. Bend (McKenzie-Bend Hwy. Interchange)**

Project classification or class of work	Effective date of authorization	Approximate length
Highway planning		
Preliminary engineering		
Rights-of-Way		
Construction	**7-6-60**	**0.0**
Other *(Specify)*		

FUNDS	
Estimated total cost of project $ **164,940**	Federal funds $ **100,000**

The State further stipulates that pursuant to said Act and Regulations, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By ____________________
State Highway Engineer
(title)

By ____________________

____
(title)

By ____________________

____
(title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

By XX **C. G. Polk**
Division Engineer

By: RCWright
R. C. Wright
Administrative Manager

Date executed by Division Engineer **August 22, 1960**

August 17, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding two copies of project agreement, signed by the Highway Commission, for the McKenzie-Bend Interchange Section, Project No. F-123(18).

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

RLC:tb

August 8, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding four copies of estimate as a basis for project agreement for the McKenzie-Bend Interchange Section, Project No. F-123(18).

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

RMC:sw

Oregon State Highway Department

Federal Aid
Project No. F-123(18)

McKENZIE-BEND INTERCHANGE SECTION OF THE DALLES-CALIFORNIA HIGHWAY IN DESCHUTES COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, August 8, 1960

Type Code 6201
Roadway (Sta. 716+15.67)(Contract No. 5759)

Clearing and Grubbing	All	Required	$	$ 4,000.00
Drainage Excavation	270	cu.yds.	5.00	1,350.00
Embankment in Place	47,300	cu.yds.	0.80	37,840.00
Finishing Roadbed and Slopes	All	Required		1,000.00
18-inch Concrete Pipe	18	lin.ft.	8.00	144.00
58-inch Arch Type Corrugated Metal Pipe	66	lin.ft.	25.00	1,650.00
1/2-inch Electrical Conduit	76	lin.ft.	2.00	152.00
Concrete Curbs	20	cu.yds.	60.00	1,200.00
Metal Guard Rail	1,300	lin.ft.	3.00	3,900.00
Guide Posts, Type W-2	8	only	7.00	56.00
Coarse Crushed Material in Base	2,620	cu.yds.	3.10	8,122.00
3/4" - 0 Material in Base	700	cu.yds.	3.30	2,310.00
Sprinkling	130	M-gals.	3.00	390.00
Preparation of Base	All	Required		500.00
3/4" - 0 Material in Binder Course	26	cu.yds.	5.00	130.00
Furnishing and Placing Aggregates	160	cu.yds.	6.00	960.00
RC-3 Asphalt	4	tons	50.00	200.00
120-150 Asphalt	12	tons	50.00	600.00
RS-1 Asphalt	6	tons	50.00	300.00
Class "B" Asphaltic Concrete	930	tons	12.00	11,160.00
Asphaltic Concrete Traffic Markers	500	lin.ft.	1.00	500.00
Structural Excavation(Retaining Walls)	30	cu.yds.	10.00	300.00
Structural Excavation Below Elevation Shown(Retaining Walls)	5	cu.yds.	5.00	25.00
Class "A" Concrete, Retaining Walls	21	cu.yds.	60.00	1,260.00
Metal Reinforcement, Retaining Walls	2,050	lbs.	0.15	307.50
Removal of Existing Traffic Control Devices	All	Required		350.00
Butterfly Sign Structures	All	Required		2,620.00
Furnish 8-inch HP 36# Steel Piling	107	lin.ft.	4.00	428.00
Drive Steel Piles	9	only	100.00	900.00
Metal Sign Posts	All	Required		500.00
Wood Sign Posts	All	Required		1,250.00
Type "A" Signs in Place	398	sq.ft.	8.00	3,184.00
Type "C" and "D" Signs in Place	495	sq.ft.	3.50	1,732.50
Type "E" Signs in Place	5	sq.ft.	5.00	25.00
				89,346.00

Reconstruct Diversion Boxes			$ 100.00
Flagging(57 1/2% of Contractor's Cost)	All Required		200.00
	Subtotal		$89,646.00
	10% Engr. & Cont.		8,964.00
	Total		$98,610.00

Type Code X731
McKenzie-Bend Undercrossing (Sta. 716+15.67)(Contract No. 5759)

Shoring, Cribbing, Etc.	All Required		$ 5,000.00
Structural Excavation	110 cu.yds.	$ 10.00	1,100.00
Structural Excavation Below Elevation Shown	10 cu.yds.	5.00	50.00
Furnish Steel Piles	300 lin.ft.	5.50	1,650.00
Drive Steel Piles	8 only	100.00	800.00
Splice Steel Piles	2 only	50.00	100.00
Class "A" Concrete(267 cu.yds.)	All Required		18,750.00
Metal Reinforcement(54,500 lbs.)	All Required		7,300.00
Structural Steel(100,800 lbs.)	All Required		21,750.00
Metal Parapet Railing	370 lin.ft.	5.00	1,850.00
Concrete Slope Paving	150 sq.yds.	10.00	1,500.00
8-inch Metal Drain Pipe	90 lin.ft.	5.00	450.00
	Subtotal		$60,300.00
	10% Engr. & Cont.		6,030.00
	Total		$66,330.00

Length of Roadway . . . . 0.000 Mile
Length of Structure . . . . 0.000 Mile

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Roadway	$ 98,610.00	$ 60,000.00	$38,610.00
Structure	66,330.00	40,000.00	26,330.00
	$165,940.00	$100,000.00	$65,940.00

State Funds For Const: Chap. 175, laws 1917; Chap. 31, laws 1920;
Chap. 529, laws 1939.

State Funds For Maint: Chap. 529, laws 1939.

Oregon State Highway Department

Federal Aid
Project No. F-123(18)

McKENZIE-BEND INTERCHANGE SECTION OF THE
DALLES-CALIFORNIA HIGHWAY IN DESCHUTES COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, June 30, 1960

Type Code 6201
Roadway (Sta. 716+15.67)

Clearing and Grubbing	All Required	$	$ 2,500.00
Drainage Excavation	270 cu. yds.	4.00	1,080.00
Embankment in Place	47,300 cu. yds.	0.85	40,205.00
Finishing Roadbed and Slopes	All Required		500.00
18-inch Concrete Pipe	18 lin. ft.	5.00	90.00
58-inch Arch Type Corrugated Metal Pipe	66 lin. ft.	25.00	1,650.00
1/2-inch Electrical Conduit	76 lin. ft.	2.00	152.00
Concrete Curbs	20 cu. yds.	60.00	1,200.00
Metal Guard Rail	1,300 lin. ft.	3.00	3,900.00
Guide Posts, Type W-2	8 only	6.75	54.00
Coarse Crushed Material in Base	2,620 cu. yds.	3.00	7,860.00
3/4" - 0 Material in Base	700 cu. yds.	3.10	2,170.00
Sprinkling	130 M-gal.	3.00	390.00
Preparation of Base	All Required		150.00
3/4" - 0 Material in Binder Course	26 cu. yds.	4.50	117.00
Furnishing and Placing Aggregates	160 cu. yds.	4.50	720.00
RC-3 Asphalt	4 tons	75.00	300.00
120-150 Asphalt	12 tons	60.00	720.00
RS-1 Asphalt	6 tons	60.00	360.00
Class "B" Asphaltic Concrete	930 tons	7.50	6,975.00
Asphaltic Concrete Traffic Markers	500 lin. ft.	1.00	500.00
Structural Excavation (Retaining Walls)	30 cu. yds.	10.00	300.00
Structural Excavation Below Elevation Shown (Retaining Walls)	5 cu. yds.	15.00	75.00
Class "A" Concrete, Retaining Walls	21 cu. yds.	65.00	1,365.00
Metal Reinforcement, Retaining Walls	2,050 lbs.	0.15	307.50
Removal of Existing Traffic Control Devices	All Required		700.00
Butterfly Sign Structures	All Required		2,810.00
Furnish 8-inch BP 36# Steel Piling	107 lin. ft.	6.00	642.00
Drive Steel Piles	9 only	75.00	675.00
Metal Sign Posts	All Required		400.00
Wood Sign Posts	All Required		850.00
Type "A" Signs in Place	398 sq. ft.	8.10	3,223.80
Type "C" and "D" Signs in Place	495 sq. ft.	5.25	2,598.75
Type "E" Signs in Place	5 sq. ft.	5.75	28.75
			$ 85,568.80

Reconstruct Diversion Boxes			$ 100.00
Flagging (57½% of Contractor's Cost)	All Required		200.00
	Subtotal		$ 85,868.80
	10% Engr. & Cont.		8,586.20
	Total		$ 94,455.00

Type Code X731
McKenzie-Bend Undercrossing (Sta. 716+15.67)

Shoring, Cribbing, Etc.	All Required	$	$ 1,000.00
Structural Excavation	110 cu. yds.	10.00	1,100.00
Structural Excavation Below Elevation Shown	10 cu. yds.	15.00	150.00
Furnish Steel Piles	300 lin. ft.	6.00	1,800.00
Drive Steel Piles	8 only	120.00	960.00
Splice Steel Piles	2 only	40.00	80.00
Class "A" Concrete (267 cu.yds. at $70.00)	All Required		18,690.00
Metal Reinforcement (54,500 lbs. at $0.14)	All Required		7,630.00
Structural Steel (100,800 lbs. at $0.23)	All Required		23,184.00
Metal Parapet Railing	370 lin. ft.	7.00	2,590.00
Concrete Slope Paving	150 sq. yds.	10.00	1,500.00
8-inch Metal Drain Pipe	90 lin. ft.	4.00	360.00
	Subtotal		$ 59,044.00
	10% Engr. & Cont.		5,904.00
	Total		$ 64,948.00

Length of Roadway - - - - - 0.000 Mile
Length of Structure - - - - 0.000 Mile

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Roadway	$ 94,455.00	$57,000.00	$37,455.00
Structure	64,948.00	39,000.00	25,948.00
	$159,403.00	$96,000.00	$63,403.00

Oregon State Highway Department

Federal Aid
Project No. F-123(18)

McKENZIE-BEND INTERCHANGE SECTION OF THE DALLES-CALIFORNIA HIGHWAY IN DESCHUTES COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, July 27, 1960

Type Code 6201
Roadway (Sta. 716+15.67)

Clearing and Grubbing	All Required	$	$ 2,500.00
Drainage Excavation	270 cu.yd.	4.00	1,080.00
Embankment in Place	47,300 cu.yd.	1.00	47,300.00
Finishing Roadbed and Slopes	All Required		500.00
18-inch Concrete Pipe	18 lin.ft.	5.00	90.00
58-inch Arch Type Corrugated Metal Pipe	66 lin.ft.	25.00	1,650.00
1/2-inch Electrical Conduit	76 lin.ft.	2.00	152.00
Concrete Curbs	20 cu.yd.	60.00	1,200.00
Metal Guard Rail	1,300 lin.ft.	3.00	3,900.00
Guide Posts, Type W-2	8 only	6.75	54.00
Coarse Crushed Material in Base	2,620 cu.yd.	3.00	7,860.00
3/4" - 0 Material in Base	700 cu.yd.	3.10	2,170.00
Sprinkling	130 M-gal.	3.00	390.00
Preparation of Base	All Required		150.00
3/4" - 0 Material in Binder Course	26 cu.yd.	4.50	117.00
Furnishing and Placing Aggregates	160 cu.yd.	4.50	720.00
RC-3 Asphalt	4 ton	75.00	300.00
120-150 Asphalt	12 ton	60.00	720.00
RS-1 Asphalt	6 ton	60.00	360.00
Class "B" Asphaltic Concrete	930 ton	9.00	8,370.00
Asphaltic Concrete Traffic Markers	500 lin.ft.	1.00	500.00
Structural Excavation (Retaining Walls)	30 cu.yd.	10.00	300.00
Structural Excavation Below Elevation Shown (Retaining Walls)	5 cu.yd.	15.00	75.00
Class "A" Concrete, Retaining Walls	21 cu.yd.	65.00	1,365.00
Metal Reinforcement, Retaining Walls	2,050 lbs.	0.15	307.50
Removal of Existing Traffic Control Devices	All Required		700.00
Butterfly Sign Structures	All Required		2,810.00
Furnish 6-inch BP 36# Steel Piling	107 lin.ft.	6.00	642.00
Drive Steel Piles	9 only	75.00	675.00
Metal Sign Posts	All Required		400.00
Wood Sign Posts	All Required		850.00
Type "A" Signs in Place	398 sq.ft.	8.10	3,223.80

Type "C" and "D" Signs in Place	495 sq.ft.	$5.25	$ 2,598.75
Type "E" Signs in Place	5 sq.ft.	5.75	28.75
			$ 94,058.80
Reconstruct Diversion Boxes	All Required		100.00
Flagging (57½% of Contractor's Cost)	All Required		200.00
	Subtotal		$ 94,358.80
	10% Engr. & Cont.		9,435.20
	Total		$103,794.00

Type Code X731
McKenzie-Bend Undercrossing (Sta. 716+15.67)

Shoring, Cribbing, Etc.	All Required	$	$ 1,000.00
Structural Excavation	110 cu.yd.	10.00	1,100.00
Structural Excavation Below Elevation Shown	10 cu.yd.	15.00	150.00
Furnish Steel Piles	300 lin.ft.	6.00	1,800.00
Drive Steel Piles	8 only	120.00	960.00
Splice Steel Piles	2 only	40.00	80.00
Class "A" Concrete (267 cu.yd. at $70.00)	All Required		18,690.00
Metal Reinforcement (55,400 lbs. at $0.14)	All Required		7,756.00
Structural Steel (100,800 lbs. at $0.23)	All Required		23,184.00
Metal Parapet Railing	370 lin.ft.	7.00	2,590.00
Concrete Slope Paving	150 sq.yd.	10.00	1,500.00
8-inch Metal Drain Pipe	90 lin.ft.	4.00	360.00
	Subtotal		$ 59,170.00
	10% Engr. & Cont.		5,917.00
	Total		$ 65,087.00

Length of Roadway - - - - - 0.000 Mile
Length of Structure - - - - 0.000 Mile

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Roadway	$103,794.00	$ 63,000.00	$40,794.00
Structure	65,087.00	39,000.00	26,087.00
	$168,881.00	$102,000.00	$66,881.00

13

FORM 2-129

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

RECEIVED
AUG 17 1960
FOR FILING
7-123 (18)
5759

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

August 16, 1960

Babler Brothers, Inc.,
4617 SE Milwaukie Avenue
Portland 2
Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission:

> Contract #5759, awarded July 28, 1960, for structure-grading-signing installation on the McKenzie-Bend Hwy. Interchange Section of The Dalles-California Highway in Deschutes County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

de
Encl.

RECEIVED
1960
FOR FILING
F 123(18)
5759

A

Mr. W. C. Williams, State Highway Engineer
Salem, Oregon

July 28, 1960

C. G. Polk, Division Engineer
08-35.4-0 Salem, Oregon

Oregon Project F-123(18)

This is to advise of our prior verbal concurrence as of this date in award of Contract No. 5759 for Oregon Project F-123(18), McKenzie-Bend Highway Interchange Section of The Dalles-California Highway, to Babler Bros., Inc., of Portland, Oregon, low bidder in the amount of $149,646.00 at the July 28, 1960 bid opening.

Porter

NOTED
FORREST COOPER

RECEIVED

FOR FILING

F123(18)

2759

When replying, refer to
08-35.4-DA

408 State Highway Building
Salem, Oregon

July 6, 1960

R

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Dear Sir:

We have today approved the P. S. and E. documents for Oregon Project F-123(18), McKenzie-Bend Interchange Section, The Dalles-California Highway.

This is to authorize your advertising for bids.

Very truly yours,

C. G. Polk
Division Engineer

Porter

122-4215 Santiam R. Overflow Trestle 1960
#2 on Jefferson-Albany Secon.
#5760 Hwy.

RECEIVED
UG 26 1960
FOR FILING

122-4215

5760

Salem, Oregon
August 26, 1960

Cashier Check 7008

Mr. C. H. Maison
Auditor

On August 4 we sent to the Advance Deposit Fund A. W. McCoy and Company's cashier check 7008 in the amount of $2,053.35 which the contractor submitted in forfeiture of the bid bond on Contract No. 5760.

The Highway Commission at its meeting August 18 accepted forfeiture of the bid bond and the payment may be taken care of in your usual procedure.

Floyd Query
Secretary

FQ:rj

RECEIVED
SEP - 6 1960
FOR FILING

172-4515

5760

3d-1

August 22, 1960

A. W. McCoy & Company
Route 1, Box 296
Hubbard, Oregon

Gentlemen:

The State Highway Commission at its meeting on August 18 considered your letter of August 3 in which you state that you find it impossible to complete Contract No. 5760 for the amount that you bid the job -- $41, 067.

Your letter and the proposal you submitted for the project were studied very carefully, and as a result of this study it was felt that you had simply bid too low for the job which is not sufficient reason for the return of your bid bond. Under these circumstances the Commission felt that there was no alternative other than to accept the certified check which you submitted in the amount of $2, 053. 35.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM.

FQ:jmc

RECEIVED
UG 4 - 1960
FOR FILING
127-115
57

A. W. McCoy & Co.
Rt.1 Box 296
Hubbard, Oregon

files

August 3, 1960

Oregon State Highway Commission
Floyd Query-Secretary
Salem, Oregon

Dear Sir:

Re: The State Highway Contract No.5760 for construction of the Santiam River Overflow Trestle No.2 on the Jefferson-Albany Secondary Highway in Linn County awarded to A. W. McCoy & Co. July 28, 1960.

Due to a death in the family it was necessary for me to be in the East during the month of July. I returned July 27 and phoned for prices on materials to be used in the construction of Contract No.5760 but because of lack of time I neglected to examine the old bridge.

As you know I built an Overflow Bridge on this same highway 2 years ago. Believing this bridge to be basicaly the same as the one I had built I based my bid per lineal foot less the difference between the cost of the pre-stressed slabs and the pre-cast deck sections arriving at a ridiculously low price.

After examining the present structure I find it impossible to complete this job for the bid of $41,067.00.

Trusting that the State Highway Commission would not want a bridge built at the expense of the contractor I am submitting a certified check of $2,053.35 for my bid bond and hope the commission will return it to me or some portion thereof.

RECEIVED
AUG 3 1960
OREGON
STATE HIGHWAY COMMISSION

Sincerely,

Rt.1 Box 296
Hubbard, Oregon

A. W. McCoy & Co.
By A. W. McCoy

Cashier's check No. 7008 for $2053.35
on Bank of Oregon., Woodburn
rec. 8-3-60 & placed in the
safe
F. Query
McCoy brought the check
in personally
I told Mr. McCoy that his letter would be Considered
and he would be advised later as to action taken on it.
F. Q.

FORM E-123-X 75M 1-60

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

AGENDA
AUG 18 1960

3 d-1
3d

August 11, 1960

Oregon State Highway Commission

Gentlemen:

On July 28, 1960, bids were received for the construction of an overflow trestle south of the Santiam River Bridge on the Jefferson-Albany Secondary Highway (old route of US99). The low bidder on this project was A. N. McCoy of Hubbard, Oregon. His bid was $41,067. On August 3, Mr. McCoy called on Mr. Floyd Query, Secretary of the Commission, and presented a letter advising that he had decided not to accept the contract at his bid and submitted a certified check in the amount of $2,035.35, which is the amount of his bid bond. I am attaching a copy of Mr. McCoy's letter, in which he expresses the hope that the Highway Commission will return his forfeited bid bond or at least some portion of it.

Mr. McCoy states that he did not visit the site before bidding and based his bid upon material prices which he received by telephone.

The Engineer's estimate on this project was $60,284. Mr. McCoy's bid was 32 per cent below our estimate. The second low bid was that of the Heavy Machinery Co., Inc., of Salem, in the amount of $50,561.55. Mr. McCoy's bid was 19 per cent under the second bidder. The average of the eight bids, excluding Mr. McCoy's bid, was $60,000, which is approximately on the Engineer's estimate.

In my judgment, Mr. McCoy cannot do this job at the price bid without substantial loss. However, an examination of the bid does not show any single mistake. His prices are all low with the exception of his bid for metal reinforcement. While it may seem harsh to collect this bid bond from this small contractor, I do not

E R

see any grounds upon which the forfeiture could be excused. I, therefore, recommend that his bid bond be declared forfeiture, and that we be authorized to readvertise the project.

This matter will be on the agenda for your consideration at the next meeting.

Very truly yours,

W. C. Williams
State Highway Engineer

attach.

A

RECEIVED
JUL 29 1960
FOR FILING

122-4215

5760

July 29, 1960

A. W. McCoy and Company
Route 1, Box 296
Hubbard, Oregon

Gentlemen:

The State Highway Commission on July 28, 1960 awarded to you State Highway Contract No. 5760 for construction of the Santiam River Overflow Trestle No. 2 on the Jefferson-Albany Secondary Highway in Linn County.

This award was based on your bid of $41,067 which was the low bid submitted to the Commission on July 28 for this project. Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

rj

cc: Tom Edwards
R. L. Porter
R. G. Savage (SIAC)
L. D. Merchant

21-4229 Siletz Bay Br. Drawrest 1960
Replacement at Kernville
#5761 on Oregon Coast Hwy.

RECEIVED
MAY 3 1961
FOR FILING

21-4227

5761

May 2, 1961

United Pacific Insurance Co.,
Fidelity & Surety Department
P. O. Box 1578
Tacoma 1, Washington

Gentlemen:

State Highway contract #5761 for dolphin-drawrest replacement on the Siletz Bay Bridge of the Oregon Coast Highway in Lincoln County was completed by the contractor, Calkins Crushing Co., on February 2, 1961, but has not as yet been accepted by the Commission.

Final payment in the amount of $2,046.17 will be released to the contractor after acceptance by the Commission. The total contract amount is $17,941.87, and no force account work was performed on the project.

The State is not aware of any unpaid claims for labor or materials and assumes no responsibility for such claims should there be any.

This notice is sent as your company appears as surety on the performance bond furnished by the contractor on this project.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: Calkins Crushing Co.,
Oceanlake
Oregon

RECEIVED
MAY 3 1961
FOR FILING

D Cook

FORM E-30 50M 3-61 34907

21-4229
5761

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 2, 1961

SUBJECT:

To: Mr. D. B. Parkes
Contract Payments Engineer
OFFICE

Calkins Crushing Company completed work on the Siletz Bay Bridge Drawrest Replacement Project on the Oregon Coast Highway in Lincoln County, Contract #5761 (State Project), on February 2, 1961.

Will you please secure authority from the Commission to pay the final estimate on this job.

Ivan D. Merchant
Bridge Engineer

nk

cc: Floyd Query

NOTED ON CARD
ec

NOTED
FLOYD QUERY

RECEIVED
NOV 23 1960

COMMISSIONERS
E. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

21-4229

5761

November 23, 1960

Calkins Crushing Company
Box 547
Oceanlake, Oregon

RE: Siletz Bay Bridge
Bridge No. 11390

Dear Sir:

Reports from our Resident Engineer, Mr. George Danforth, show that as of November 18, work on the above project is approximately 18 per cent complete, while 63 out of 100 workdays have been charged for a total elapsed time of 63 per cent. As this rate of progress would indicate a possibility of running into penalty days, I would like to remind you of Article 1.8.6 of the special provisions covering "Time for Completion of Work & Liquidated Damages".

Very truly yours,

Ivan D. Merchant
Bridge Engineer

LRA:nk

cc: Mr. George Danforth
Mr. E. G. Ricketts
Mr. J. D. Walker
Mr. L. R. Allen
Mr. O. S. Paxson

RECEIVED
NOV 23 1960
[illegible]
STATE HIGHWAY ENGINEER

FORM E-123

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

RECEIVED
JG 26 1960
FOR FILING

21 4229
5761

August 26, 1960

Calkins Crushing Company
Oceanlake
Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission:

> **Contract #5761, awarded July 28, 1960, for dolphin and drawrest replacement on the Siletz Bay Bridge on the Oregon Coast Highway in Lincoln County.**

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc
Encl.

I-5-6(19) S.W. Lowell St.-S.W. 11th Ave. 1960
295 Unit, Harbor Dr.-Wash. Co. Line
#5762 Sec. (Pav. & Sign.) [redacted]

STATE COPY

RECEIVED
DEC 22 1965

FOR FILING

Monthly transaction number 69	FORM PR-2A (5-31-57) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	State Oregon
Project report number 19	**MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT** (PPM 21-7) 12-14-65	County Multnomah
		Project number I-5-6(19)295

I-5-6(19) 295

5762

The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Engineer on July 18, 1961, is hereby modified as follows:

Revised estimated total cost of project $ 381,956.63

Revised Federal funds $ 337,239.15

Other revisions

All other terms and conditions of the Project Agreement will remain in full force and effect.

This modification is effective as of the 14th day of December, 1965.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By ____________________

Assistant State Highway Engineer
(Title)

By ____________________

____
(Title)

By ____________________

____
(Title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

By A. W. Parsons
(Division Engineer)

By L.R. Backlund
L. R. Backlund, Administrative Mgr.

USCOMM-DC 8120-P63

STATE COPY

RECEIVED
AUG 20 1965
FOR FILING
8115

Monthly transaction number

Project report number
I-5-6(19)295

RM PR-2A
31-57)

U.S. DEPARTMENT OF COMMERC
BUREAU OF PUBLIC ROADS

MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT

(PPM 21-7)

9-9-65

State: Oregon
County: Multnomah
Project number: I-5-6(19)295

5762

The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Engineer on July 18, 1961, is hereby modified as follows:

Revised estimated total cost of project	$ 378,650.43
Revised Federal funds	$ 326,723.33

Other revisions

All other terms and conditions of the Project Agreement will remain in full force and effect.

This modification is effective as of the 9 day of August, 1965.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By

Assistant State Highway Engineer
(Title)

By ____________________

____
(Title)

By ____________________

____
(Title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

~~By~~ A. W. Parsons
(Division Engineer)

By: L R Backlund
L. R. Backlund
Administrative Manager

7-18-61

Monthly Transaction No. RECEIVED JUL 21 1961	Form PR-2 (9-1) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	State **Oregon**
Project Report No. FOR FILING I-5-6(19)295 I-5-6(5)298 5762	**FEDERAL-AID PROJECT AGREEMENT**	County **Multnomah**
		Project No. **I-5-6(19)295**

The State, through its Highway Department, having complied with the terms and conditions set forth in the Federal-Aid Road Act, approved July 11, 1916 (39 Stat. 355), as amended and supplemented, and in the Regulations issued pursuant thereto by the Secretary of Commerce, relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein.

Project termini

US 99. Harbor Drive to Washington County Line

Project classification or class of work	Effective date of authorization	Approximate length *(Miles)*
Highway planning		
Preliminary engineering	10-30-59	-----
Rights-of-Way		
Construction	6-27-60	6.05
Other *(Specify)*		

FUNDS

Estimated total cost of project $ 354,882	Federal funds $ 325,000

The State further stipulates that pursuant to said Act and Regulations, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By Forrest Cooper

~~Deputy~~ **State Highway Engineer**
(title)

By ______________________

____
(title)

By ______________________

____
(title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

~~BY~~ **C. G. Polk**
Division Engineer

By:
R. C. Wright
Administrative Manager

Date executed by
Division Engineer **July 18, 1961**

USComm-DC 40257

July 17, 1961

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

We are forwarding two copies of project agreement, signed by a Highway Official, for the Harbor Drive-Washington County Line Section, Project No. I-5-6-(19)295.

Very truly yours,

W. C. Williams
State Highway Engineer

By

J. W. Nash
Assistant Office Engineer

RMC:bm

June 14, 1961

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

We are forwarding four copies of estimate as a basis for project agreement for the Harbor Drive-Washington County Line Section, Project No. I-5-6(19)295.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

RNC:sw

Encl.

Oregon State Highway Department

Federal Aid
Project No. I-5-6(19)295

HARBOR DRIVE-WASHINGTON COUNTY LINE SECTION

OF THE PACIFIC HIGHWAY IN MULTNOMAH COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, June 14, 1961

Type Code P.E.

Preliminary Engineering	All Required		$ 3,000.00

Type Code EC02
Signing (Sta. 100+00 thru eqn. 418+27.98 = 22+65.28
to Sta. 24+00) (Contract No. 5762)

Guide Posts, Type W-1	68 only	$ 6.00	$ 408.00
Guide Posts, Type Y-2	82 only	7.00	574.00
Guide Posts, Type Y-3	2 only	8.00	16.00
Asphaltic Concrete Traffic Markers	150 lin.ft.	.80	120.00
Removal of Existing Sign Installations	All Required (70%)		420.00
Furnish 8" BP 36# Piling	795 lin.ft.	4.20	3,339.00
Drive Steel Piles	43 only	65.00	2,795.00
Metal Sign Posts	All Required (95%)		2,565.00
113'-0" Sign Bridge with 20'-6" Cantilever	1 only	12,250.00	12,250.00
111'-0" Sign Bridge with 20'-6" Cantilever	1 only	14,300.00	14,300.00
99'-3" Sign Bridge with 19'-0" Cantilever	1 only	9,200.00	9,200.00
51' Sign Bridge	1 only	7,500.00	7,500.00
57' Sign Bridge	1 only	8,000.00	8,000.00
106' Sign Bridge	1 only	10,700.00	10,700.00
Butterfly Sign Structure	5 only	4,000.00	20,000.00
Cantilever Sign Structure	1 only	3,300.00	3,300.00
Single Post Sign Structure	4 only	1,900.00	7,600.00
Wood Sign Posts	All Required (70%)		3,360.00
Type "A" Signs in Place	5,925 sq.ft.	7.00	41,475.00
Type "B" Signs in Place	32 sq.ft.	7.00	224.00
Type "C" & "D" Signs in Place	1,292 sq.ft.	3.50	4,522.00
Type "E", "F" & "G" Signs in Place	225 sq.ft.	4.75	1,068.75
Type "J" Signs in Place	32 sq.ft.	8.00	256.00
			$153,992.75
Flagging (57½% of Contractor's Cost)	All Required (77%)		2,700.00
Signing (Temporary)	All Required (50%)		200.00
	Subtotal		$156,892.75
	10% Engr. & Cont.		15,689.25
	Total		$172,582.00

Length of Signing Project - - - - - - - - 6.054 miles
Cost of Signing per mile - - - - - - - - $28,507.10

Type Code Y030
Illumination (Sta. 100+00 thru equa. 418+27.98 = 22+65.28 to 24+00) (Contract No. 5921)

Roadway Illumination	All Required	$160,000.00
Sign Electrical Service	All Required	3,000.00
	Subtotal	$163,000.00
	10% Engr. & Cont.	16,300.00
		$179,300.00

Length of Illumination Project - - - - - 6.054 miles
Cost of Illumination per mile - - - - - $29,616.78

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Preliminary Engineering	$ 3,000.00	$ 2,700.00	$ 300.00
Signing	172,582.00	158,300.00	14,282.00
Illumination	179,300.00	164,000.00	15,300.00
	$354,882.00	$325,000.00	$29,882.00

State Funds for Const.: Chap. 175, laws 1917; Chap. 31, laws 1920;
Chap. 529, laws 1939

State Funds for Maint.: Chap. 529, laws 1939

Federal Aid
Project No. I-5-6(19)295

Oregon State Highway Department

HARBOR DRIVE-WASHINGTON COUNTY LINE SECTION OF THE PACIFIC HIGHWAY IN MULTNOMAH COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, June 3, 1960

Type Code P.E.

Preliminary Engineering	All	Required		$ 3,000.00

Type Code Y002
Signing (Sta. 100+00 thru equa. 418+27.98 - 22+65.28 to Sta. 24+00)

Guide Posts, Type W-1	68	only	$6.00	$ 408.00
Guide Posts, Type Y-2	82	only	7.00	574.00
Guide Posts, Type Y-3	2	only	8.00	16.00
Asphaltic Concrete Traffic Markers	150	lin. ft.	0.75	112.50
Removal of Existing Sign Installations	All	Required (70%)		1,400.00
Furnish 8" BP 36# Piling	795	lin. ft.	6.00	4,770.00
Drive Steel Piles	43	only	80.00	3,440.00
Metal Sign Posts	All	Required (95%)		2,983.00
113'0" Sign Bridge with 20'6" Cantilever	1	only	15,160.00	15,160.00
111'0" Sign Bridge with 20'6" Cantilever	1	only	16,490.00	16,490.00
59'3" Sign Bridge with 19'0" Cantilever	1	only	9,370.00	9,370.00
51' Sign Bridge	1	only	6,760.00	6,760.00
57' Sign Bridge	1	only	8,150.00	8,150.00
106' Sign Bridge	1	only	11,530.00	11,530.00
Butterfly Sign Structure	5	only	3,460.00	17,300.00
Cantilever Sign Structure	1	only	1,640.00	1,640.00
Single Post Sign Structure	4	only	1,220.00	4,880.00
Wood Sign Posts	All	Required (70%)		4,200.00
Type "A" Signs in Place	5,925	sq. ft.	8.10	47,992.50
Type "B" Signs in Place	32	sq. ft.	8.50	272.00
Type "C" and "D" Signs in Place	1,292	sq. ft.	5.25	6,783.00
Type "E", "F" and "G" Signs in Place	225	sq. ft.	5.75	1,293.75
Type "J" Signs in Place	32	sq. ft.	8.00	256.00
				$165,780.75
Flagging (57½% of Contractor's Cost)	All	Required (77%)		2,700.00
Signing (Temporary)	All	Required (50%)		200.00
	Subtotal			$168,680.75
	10% Engr. & Cont.			16,867.25
			Total	$185,548.00

Length of Project - - - - - - 6.054 Miles
Cost of Project Per Mile- - - $30,648.82

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Preliminary Engineering	$ 3,000.00	$ 2,700.00	$ 300.00
Signing	185,548.00	170,000.00	15,548.00
	$188,548.00	$172,700.00	$15,848.00

Retained in Program Status:

Work	Total Cost	Federal Funds
Illumination	$314,452.00	$290,000.00

Oregon State Highway Department

Federal Aid
Project No. I-5-6(19)295

HARBOR DRIVE-WASHINGTON COUNTY LINE SECTION
OF THE PACIFIC HIGHWAY IN MULTNOMAH COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, April 25, 1961

Type Code P.E.

Preliminary Engineering	All Required		$ 3,000.00

Type Code Y002
Signing (Sta. 100+00 thru Equa. A18+27.98 = 22+65.28 to Sta. 24+00) (Contract No. 5762)

Guide Posts, Type W-1	68 only	$ 6.00	$ 408.00
Guide Posts, Type Y-2	82 only	7.00	574.00
Guide Posts, Type Y-3	2 only	8.00	16.00
Asphaltic Concrete Traffic Markers	150 lin.ft.	.80	120.00
Removal of Existing Sign Installations	All Required (70%)		420.00
Furnish 8" BP 36# Piling	795 lin.ft.	4.20	3,339.00
Drive Steel Piles	43 only	65.00	2,795.00
Metal Sign Posts	All Required (95%)		2,565.00
113'-0" Sign Bridge with 20'-6" Cantilever	1 only	12,250.00	12,250.00
111'-0" Sign Bridge with 20'-6" Cantilever	1 only	14,300.00	14,300.00
59'-3" Sign Bridge with 19'-0" Cantilever	1 only	9,200.00	9,200.00
51' Sign Bridge	1 only	7,500.00	7,500.00
57' Sign Bridge	1 only	8,000.00	8,000.00
106' Sign Bridge	1 only	10,700.00	10,700.00
Butterfly Sign Structure	5 only	4,000.00	20,000.00
Cantilever Sign Structure	1 only	3,300.00	3,300.00
Single Post Sign Structure	4 only	1,900.00	7,600.00
Wood Sign Posts	All Required (70%)		3,360.00
Type "A" Signs in Place	5,925 sq.ft.	7.00	41,475.00
Type "B" Signs in Place	32 sq.ft.	7.00	224.00
Type "C" & "D" Signs in Place	1,292 sq.ft.	3.50	4,522.00
Type "E", "F" & "G" Signs in Place	225 sq.ft.	4.75	1,068.75
Type "J" Signs in Place	32 sq.ft.	8.00	256.00
			$153,992.75
Flagging (57½% Of Contractor's Cost)	All Required (77%)		2,700.00
Signing (Temporary)	All Required (50%)		200.00
	Subtotal		$156,892.75
	10% Engr. & Cont.		15,689.25
			$172,582.00

Length of Signing Project . . . . 6.054 miles
Cost of Signing per mile $28,507.10

Type Code X030
Illumination (Sta. 100+00 thru Eqn. 418+27.98 = 22+65.28 to 24+00)

Roadway Illumination	All Required	$235,000.00
Sign Electrical Service	All Required	3,000.00
	Subtotal	$238,000.00
	10% Engr. & Cont.	23,800.00
		$261,800.00

Length of Illumination Project . . . . . 6.054 miles
Cost of Illumination per mile $43,244.13

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Preliminary Engineering	$ 3,000.00	$ 2,700.00	$ 300.00
Signing	172,582.00	158,300.00	14,282.00
Illumination	261,800.00	240,000.00	21,800.00
	$437,382.00	$401,000.00	$36,382.00

STATE COPY

5-19-65

RECEIVED
JUN 22 1965
5-19
FOR FILING

Monthly transaction number	PR-2A U.S. DEPARTMENT OF COMMERCE 67) BUREAU OF PUBLIC ROADS	ate **Oregon**
Project report number I-5-6(~~14~~ 19)295 5762	**MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT** (PPM 21-7) 5-19-65	County **Multnomah**
		Project number **I-5-6(5)298**

~~The Project~~ Agreement for the above-referenced project entered into between the undersigned ~~parties and execu~~ted by the Division Engineer on **August 22, 1960** , 19___,

is hereby modified as follows:

Revised estimated total cost of project $ **1,226,180.00**

Revised Federal funds $ **1,128.000.00**

Other revisions

All other terms and conditions of the Project Agreement will remain in full force and effect.

This modification is effective as of the 19 day of May , 1965 .

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By

Asst. State Highway Engineer
(Title)

By__________
(Title)

By__________
(Title)

~~XX~~By **A. W. Parsons**
(Division Engineer)

By: LRBacklund
L. R. Backlund
Administrative Manager

USCOMM-DC 8120-P63

April 30, 1965

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St. N.E.
Salem, Oregon

Dear Sir:

We are sending four copies of revised estimate as a basis for modification of project agreement on the Lowell St.-S.W. 11th Avenue Section, Project No. I-5-6(5)298.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

CL:ia

Oregon State Highway Department

Federal Aid
Project No. I-5-6(5)298

LOWELL STREET-S.W. 11TH AVENUE SECTION
OF THE PACIFIC HIGHWAY IN MULTNOMAH COUNTY

(Revised estimate as a basis for modification of project agreement. Based on low bid prices and additional costs of approved extra items of work.)

Salem, Oregon, April 28, 1965

Type Code P.E.

Preliminary Engineering	All Required	$	$ 2,000.00

Type Code 7221
Roadway (Sta. 119+36.30 to Sta. 245+00)(Contract No. 5762)

Removal of Miscellaneous Concrete and Masonry	All	Required	$	$ 1,000.00
Drainage Excavation, Unclassified	1,070	cu.yd.	3.50	3,745.00
Structural Excavation, Unclassified	12	cu.yd.	10.00	120.00
Embankment in Place	48,600	cu.yd.	0.80	38,880.00
Furnishing and Placing Topsoil	2,600	cu.yd.	2.00	5,200.00
1 1/2-inch Electrical Conduit	1,960	lin.ft.	2.00	3,920.00
Galvanized Junction Boxes	1	only	25.00	25.00
8-inch Sewer Pipe	600	lin.ft.	2.00	1,200.00
12-inch Sewer Pipe	20	lin.ft.	3.00	60.00
6-inch Perforated Metal Drain Ppe	6,200	lin.ft.	1.65	10,230.00
8-inch Metal Drain Pipe	80	lin.ft.	2.40	192.00
Special Backfill in Drains	880	cu.yd.	4.00	3,520.00
6-inch Perforated Rigid-Type Drain Pipe	2,460	lin.ft.	1.50	3,690.00
Concrete Manholes	1	only	500.00	500.00
Adjustment of Manholes	6	only	50.00	300.00
Reconstruction of Manholes	5	only	110.00	550.00
Concrete Inlets, Type "G-1"	16	only	105.00	1,680.00
Concrete Inlets, Type "GB"	1	only	100.00	100.00
Concrete Inlets, Type "D"	1	only	100.00	100.00
Concrete Curbs	1,200	cu.yd.	33.50	40,200.00
Concrete Walks and Surfacing	1,400	sq.yd.	3.30	4,620.00
Concrete in Islands	44	cu.yd.	37.50	1,650.00
Class "A" Concrete in Stairways	8	cu.yd.	100.00	800.00
Class "A" Concrete in Bridge Handrail	4	cu.yd	100.00	400.00
Tie Bars and Bar Reinforcement	141,000	lb.	0.12	16,920.00
Pipe Handrail	100	lin.ft.	6.00	600.00
Metal Parapet Railing	10	lin.ft.	10.00	100.00
Metal Guard Rail	11,000	lin.ft.	2.30	25,300.00
Metal Median Barrier	11,400	lin.ft.	3.75	42,750.00
Salvaging and Reinstalling Guard Rail	300	lin.ft.	2.00	600.00
Type 3 - 70 Fence	1,700	rod	14.25	24,225.00
4' x 58" Metal Gates	10	only	50.00	500.00

Remodel Existing Structure	All	Required		$ 2,000.00
Guide Posts, Type W-1	162	only	$ 6.00	972.00
Guide Posts, Type Y-2	68	only	7.00	476.00
Guide Posts, Type Y-3	3	only	8.00	24.00
Coarse Crushed Material in Base	116,200	ton	2.15	249,830.00
3/4" - 0 Material in Base	7,400	ton	2.25	16,650.00
Sprinkling	2,350	M-gal.	2.00	4,700.00
Preparation of Base	All	Required		1,500.00
3/4" - 0 Material in Binder Course	530	cu.yd.	4.00	2,120.00
RC-3 Asphalt	82	ton	55.50	4,551.00
Class "B" Asphaltic Concrete	15,400	ton	6.20	95,480.00
Class "C" Asphaltic Concrete	120	ton	8.00	960.00
Asphaltic Concrete Traffic Markers	960	lin.ft.	0.80	768.00
8-inch Portland Cement Concrete Pavement	97,000	sq.yd.	3.35	324,950.00
3/4-inch Expansion Joints	800	lin.ft.	0.50	400.00
Contraction Joints	14,400	lin.ft.	0.15	2,160.00
Dowel Bars	14,600	only	0.50	7,300.00
Wire Fabric Reinforcement	96,000	sq.yd.	0.65	62,400.00
3/8" - 0 Material in Cushion Course	3,560	ton	2.15	7,654.00
				$1,018,572.00

Additional Costs

EWO #5	Slide Repair	All	Required		$ 71,404.06
EWO #9	Load & Haul Curb Backfill material	All	Required		4,756.29
EWO #11	Adjust Manhole	All	Required		52.17
EWO #13	Construct Manhole, Inlet & Bin Type Retaining Wall	All	Required		4,055.33
EWO #14	Furnish and Place Soil Sterilant	All	Required		247.55
EWO #15	Backfill & Grade Embankment Slopes	All	Required		632.49
EWO #17	Remove & Reconstruct R/W Fence	All	Required		1,039.33
PA #1	Class "A" Concrete in Box Culvert	51.31	cu.yd.	$72.00	3,694.32
PA #1	Metal Reinforcement in Box Culvert	8,144	lb.	0.15	1,221.60
PA #1	Excavation for Box Culvert	444.37	cu.yd.	5.40	2,399.60
PA #1	24-inch Concrete Sewer Pipe	24	lin.ft.	6.60	158.40
PA #3	14' x 48" Metal Gates	2	each	125.00	250.00
PA #7	Cement Adjustment	107.54	bbl.	3.80	408.65
					$ 90,319.79

Flagging (57½% of Contractor's Cost)	All Required (23%)	$ 800.00
Signing (Temporary)	All Required (50%)	200.00
Slope Paving (19th Ave. Structure)	All Required	3,000.00
		$ 4,000.00
	Subtotal	$1,112,891.79
	10% Engr. & Cont.	111,288.21
	Total	$1,224,180.00

Length of Roadway - - - - - - - - - - - 2.241 Miles
Length of 5 Structures - - - - - - - - 0.129 Mile (Exception)
Total Length - - - - - - - - - - - - - 2.370 Miles
Cost of Roadway Per Mile - - - - - - - $546,265.05

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Preliminary Engineering	$ 2,000.00	$ 1,800.00	$ 200.00
Roadway	1,224,180.00	1,126,200.00	97,980.00
	$1,226,180.00	$1,128,000.00	$98,180.00

State Funds for Const.:	Chap. 175, Laws 1917, Chap. 31, Laws 1920; Chap. 529, Laws 1939.
State Funds for Maint.:	Chap. 529, Laws 1939.

E. Ext. 5762 8-22-60

Monthly Transmittal No. RECEIVED 7-(2?) AUG 21 1960	For R-2 (9- 57)	ate Oregon
Project Report No. FOR FILING I-5-6 (19) 295 I-5-6 (5) 298 5762	U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS FEDERAL-AID PROJECT AGREEMENT	County Multnomah Project No. I-5-6(5)298

The State, through its Highway Department, having complied with the terms and conditions set forth in the Federal-Aid Road Act, approved July 11, 1916 (39 Stat. 355), as amended and supplemented, and in the Regulations issued pursuant thereto by the Secretary of Commerce, relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein.

Project termini South end I-5-6(12)300 to north end I-5-6(4)295
(Lowell St.-S.W. 11th Ave. Section)

Project classification or class of work	Effective date of authorization	Approximate length *(Miles)*
Highway planning		
Preliminary engineering	7-1-59	----
Rights-of-Way		
Construction	6-27-60	2.4
Other *(Specify)*		

FUNDS

Estimated total cost of project	Federal funds
$ 1,126,829	$ 1,035,000

The State further stipulates that pursuant to said Act and Regulations, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By
State Highway Engineer
(title)

By ______________________
(title)

By ______________________
(title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

XX By C. G. Polk
Division Engineer

By: R C Wright
R. C. Wright
Administrative Manager

Date executed by
Division Engineer August 22, 1960

USComm-DC 40257

August 17, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding two copies of project agreement, signed by the Highway Commission, for the Lowell Street-S.W. 11th Avenue Section, Project No. I-5-6(5)298.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

RNC:bb

August 5, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding four copies of estimate as a basis for project agreement for the Lowell Street-S.W. 11th Avenue Section, Project No. I-5-6(5)298.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

RHG:bb

Federal Aid
Oregon State Highway Department　Project No. I-5-6(5)298

LOWELL STREET-S.W. 11TH AVENUE SECTION
OF THE PACIFIC HIGHWAY IN MULTNOMAH COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, August 5, 1960

Type Code P.E.

Preliminary Engineering	All	Required	$	$ 2,000.00

Type Code 7221
Roadway (Sta. 119+86.30 to Sta. 245+00)(Contract No. 5762)

Removal of Miscellaneous Concrete and Masonry	All	Required	$	$ 1,000.00
Drainage Excavation, Unclassified	1,070	cu.yd.	3.50	3,745.00
Structural Excavation, Unclassified	12	cu.yd.	10.00	120.00
Embankment in Place	48,600	cu.yd.	0.80	38,880.00
Furnishing and Placing Topsoil	2,600	cu.yd.	2.00	5,200.00
1 1/2-inch Electrical Conduit	1,960	lin.ft.	2.00	3,920.00
Galvanized Junction Boxes	1	only	25.00	25.00
8-inch Sewer Pipe	600	lin.ft.	2.00	1,200.00
12-inch Sewer Pipe	20	lin.ft.	3.00	60.00
6-inch Perforated Metal Drain Pipe	6,200	lin.ft.	1.65	10,230.00
8-inch Metal Drain Pipe	80	lin.ft.	2.40	192.00
Special Backfill in Drains	880	cu.yd.	4.00	3,520.00
6-inch Perforated Rigid-Type Drain Pipe	2,460	lin.ft.	1.50	3,690.00
Concrete Manholes	1	only	500.00	500.00
Adjustment of Manholes	6	only	50.00	300.00
Reconstruction of Manholes	5	only	110.00	550.00
Concrete Inlets, Type "G-1"	16	only	105.00	1,680.00
Concrete Inlets, Type "GD"	1	only	100.00	100.00
Concrete Inlets, Type "D"	1	only	100.00	100.00
Concrete Curbs	1,200	cu.yd.	33.50	40,200.00
Concrete Walks and Surfacing	1,400	sq.yd.	3.30	4,620.00
Concrete in Islands	44	cu.yd.	37.50	1,650.00
Class "A" Concrete in Stairways	8	cu.yd.	100.00	800.00
Class "A" Concrete in Bridge Handrail	4	cu.yd.	100.00	400.00
Tie Bars and Bar Reinforcement	141,000	lb.	0.12	16,920.00
Pipe Handrail	100	lin.ft.	6.00	600.00
Metal Parapet Railing	10	lin.ft.	10.00	100.00
Metal Guard Rail	11,000	lin.ft.	2.30	25,300.00
Metal Median Barrier	11,400	lin.ft.	3.75	42,750.00
Salvaging and Reinstalling Guard Rail	300	lin.ft.	2.00	600.00
Type 3 - 70 Fence	1,700	rod	14.25	24,225.00
4' x 58" Metal Gates	10	only	50.00	500.00

Remodel Existing Structure	All	Required	$	$ 2,000.00
Guide Posts, Type W-1	162	only	6.00	972.00
Guide Posts, Type Y-2	68	only	7.00	476.00
Guide Posts, Type Y-3	3	only	8.00	24.00
Coarse Crushed Material in Base	116,200	ton	2.15	249,830.00
3/4" - 0 Material in Base	7,400	ton	2.25	16,650.00
Sprinkling	2,350	M-gal.	2.00	4,700.00
Preparation of Base	All	Required		1,500.00
3/4" - 0 Material in Binder Course	530	cu.yd.	4.00	2,120.00
MC-3 Asphalt	82	ton	55.50	4,551.00
Class "B" Asphaltic Concrete	15,400	ton	6.20	95,480.00
Class "C" Asphaltic Concrete	120	ton	8.00	960.00
Asphaltic Concrete Traffic Markers	960	lin.ft.	0.80	768.00
8-inch Portland Cement Concrete Pavement	97,000	sq.yd.	3.35	324,950.00
3/4-inch Expansion Joints	800	lin.ft.	0.50	400.00
Contraction Joints	14,400	lin.ft.	0.15	2,160.00
Dowel Bars	14,600	only	0.50	7,300.00
Wire Fabric Reinforcement	96,000	sq.yd.	0.65	62,400.00
3/8" - 0 Material in Cushion Course	3,560	ton	2.15	7,654.00
				$1,018,572.00
Flagging (57½% of Contractor's Cost)	All	Required (23%)		800.00
Signing (Temporary)	All	Required (50%)		200.00
Slope Paving (19th Ave. Structure)	All	Required		3,000.00
	Subtotal			$1,022,572.00
	10% Engr. & Cont.			102,257.00
		Total		$1,124,829.00

Length of Roadway- - - - - - - - 2.241 Miles
Length of 5 Structures - - - - 0.129 Mile (Exception)
Total Length - - - - - - - - - - 2.370 Miles
Cost of Roadway Per Mile - - - $501,931.72

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Preliminary Engineering	$ 2,000.00	$ 1,800.00	$ 200.00
Roadway	1,124,829.00	1,033,200.00	91,629.00
	$1,126,829.00	$1,035,000.00	$91,829.00

State Funds for Const.: Chap. 175, Laws 1917; Chap. 31, Laws 1920;
Chap. 529, Laws 1939.
State Funds for Maint.: Chap. 529, Laws 1939.

Oregon State Highway Department

Federal Aid
Project No. 1-5-6(5)298

LOWELL STREET-S. W. 11TH AVENUE SECTION OF THE PACIFIC HIGHWAY IN MULTNOMAH COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, June 6, 1960

Type Code P.E.

Preliminary Engineering	All	Required	$	$ 2,000.00

7221
Type Code 7251
Roadway (Paving)(Sta. 119+86.30 to Sta. 245+00)

Removal of Miscellaneous Concrete and Masonry	All	Required (30%)		$ 600.00
Drainage Excavation, Unclassified	930	cu. yds.	$3.00	2,790.00
Structural Excavation, Unclassified	12	cu. yds.	6.00	72.00
Embankment in Place	240	cu. yds.	1.25	300.00
Furnishing and Placing Topsoil	1,780	cu. yds.	2.50	4,450.00
1½-inch Electrical Conduit	1,660	lin. ft.	1.75	2,905.00
Galvanized Junction Boxes	1	only	20.00	20.00
8-inch Sewer Pipe	50	lin. ft.	2.00	100.00
12-inch Sewer Pipe	20	lin. ft.	2.50	50.00
6-inch Perforated Metal Drain Pipe	5,830	lin. ft.	2.00	11,660.00
Special Backfill in Drains	840	cu. yds.	6.00	5,040.00
6-inch Perforated Rigid-Type Drain Pipe	2,390	lin. ft.	1.50	3,585.00
Concrete Manholes	1	only	300.00	300.00
Adjustment of Manholes	1	only	75.00	75.00
Concrete Inlets, Type "G-1"	3	only	90.00	270.00
Concrete Curbs	960	cu. yds.	40.00	38,400.00
Concrete Walks and Surfacing	1,100	sq. yds.	4.00	4,400.00
Concrete in Islands	30	cu. yds.	45.00	1,350.00
Class "A" Concrete in Stairways	8	cu. yds.	50.00	400.00
Class "A" Concrete in Bridge Handrail	4	cu. yds.	100.00	400.00
Tie Bars and Bar Reinforcement	141,000	lbs.	0.13	18,330.00
Pipe Handrail	100	lin. ft.	2.50	250.00
Metal Parapet Railing	10	lin. ft.	10.00	100.00
Metal Guard Rail	10,500	lin. ft.	2.50	26,250.00
Metal Median Barrier	10,460	lin. ft.	3.75	39,225.00
Salvaging and Reinstalling Guard Rail	300	lin. ft.	1.50	450.00
Type 3-70 Fence	1,604	rods	20.00	32,080.00
4' x 58" Metal Gates	9	only	55.00	495.00
Remodel Existing Structure	All	Required		1,000.00
Guide Posts, Type W-1	152	only	6.00	912.00
Guide Posts, Type Y-2	58	only	7.00	406.00
Guide Posts, Type Y-3	3	only	8.00	24.00
Coarse Crushed Material in Base	101,670	tons	2.10	213,507.00
3/4" - 0 Material in Base	5,700	tons	2.20	12,540.00
Sprinkling	2,180	M-gal.	3.00	6,540.00
Preparation of Base	All	Required (99%)		2,475.00
3/4" - 0 Material in Binder Course	410	cu. yds.	4.50	1,845.00
RC-3 Asphalt	62	tons	44.00	2,728.00
Class "B" Asphaltic Concrete	12,000	tons	6.75	81,000.00

Class "C" Asphaltic Concrete	120	tons	$7.00	$ 840.00
Asphaltic Concrete Traffic Markers	930	lin. ft.	0.75	697.50
8-inch Portland Cement Concrete Pavement	97,000	sq. yds.	3.60	349,200.00
3/4-inch Expansion Joints	800	lin. ft.	0.75	600.00
Contraction Joints	14,400	lin. ft.	0.20	2,880.00
Dowel Bars	14,600	only	0.80	11,680.00
Wire Fabric Reinforcement	96,000	sq. yds.	0.75	72,000.00
3/8" - 0 Material in Cushion Course	3,560	tons	2.00	7,120.00
				$962,341.50
Flagging (57½% of Contractor's Cost)	All Required (14%)			500.00
Signing (Temporary)	All Required (50%)			200.00
	Subtotal			$963,041.50
	10% Engr. & Cont.			96,303.50
		Total		$1,059,345.00

Length of Roadway - - - - - - - - 2.241 Miles
Length of 5 Structures- - - - - 0.129 Mile (Exception)
Total Length- - - - - - - - - - - 2.370 Miles
Cost of Roadway Per Mile- - - - $472,710.84

Type Code 0010
Roadway (Grading) (Sta. 245+00 to Sta. 261+30)

Removal of Miscellaneous Concrete and Masonry	All Required (70%)			$ 1,400.00
Drainage Excavation, Unclassified	240	cu. yds.	$3.00	720.00
Embankment in Place	51,360	cu. yds.	1.25	64,200.00
Furnishing and Placing Topsoil	820	cu. yds.	2.50	2,050.00
8-inch Sewer Pipe	540	lin. ft.	2.00	1,080.00
6-inch Perforated Metal Drain Pipe	1,280	lin. ft.	2.00	2,560.00
8-inch Metal Drain Pipe	80	lin. ft.	2.50	200.00
Special Backfill in Drains	130	cu. yds.	6.00	780.00
6-inch Perforated Rigid-Type Drain Pipe	70	lin. ft.	1.50	105.00
Adjustment of Manholes	6	only	75.00	450.00
Reconstruction of Manholes	6	only	175.00	1,050.00
Concrete Inlets, Type "G-1"	15	only	90.00	1,350.00
Concrete Inlets, Type "GB"	1	only	100.00	100.00
Concrete Inlets, Type "D"	1	only	100.00	100.00
Concrete Curbs	20	cu. yds.	40.00	800.00
Metal Guard Rail	500	lin. ft.	2.50	1,250.00
Metal Median Barrier	940	lin. ft.	3.75	3,525.00
Type 3-70 Fence	26	rods	20.00	520.00
Coarse Crushed Material in Base	2,730	tons	2.10	5,733.00
3/4" - 0 Material in Base	360	tons	2.20	792.00
Sprinkling	60	M-gal.	3.00	180.00
Preparation of Base	All Required (1%)			25.00
3/4" - 0 Material in Binder Course	20	cu. yds.	4.50	90.00
RC-3 Asphalt	4	tons	44.00	176.00
Class "B" Asphaltic Concrete	440	tons	6.75	2,970.00
				$ 92,206.00

Flagging (57½% of Contractor's Cost)	All Required (3%)	$ 100.00
	Subtotal	$ 92,306.00
	10% Engr. & Cont.	9,230.00
	Total	$101,536.00

Length of Roadway - - - - - - 0.309 Mile
Cost of Roadway Per Mile- - - $328,595.46

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Preliminary Engineering	$ 2,000.00	$ 1,800.00	$ 200.00
Roadway (Paving)	1,059,345.00	974,000.00	85,345.00
Roadway (Grading)	101,536.00	93,000.00	8,536.00
	$1,162,881.00	$1,068,800.00	$94,081.00

Oregon State Highway Department

Federal Aid
Project No. I-5-6(5)298

LOWELL STREET-S.W. 11th AVENUE SECTION OF THE PACIFIC HIGHWAY IN MULTNOMAH COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, June 24, 1960

Type Code P.E.

Preliminary Engineering	All	Required		$ 2,000.00

Type Code 7221
Roadway (Sta. 119+36.30 to Sta. 245+00)

Removal of Miscellaneous Concrete and Masonry	All	Required		$ 2,000.00
Drainage Excavation, Unclassified	1,070	cu.yds.	$3.00	3,210.00
Structural Excavation, Unclassified	12	cu.yds.	6.00	72.00
Embankment in Place	60,000	cu.yds.	1.25	75,000.00
Furnishing and Placing Topsoil	2,600	cu.yds.	2.50	6,500.00
1½-inch Electrical Conduit	1,960	lin.ft.	1.75	3,430.00
Galvanized Junction Boxes	1	only	20.00	20.00
8-inch Sewer Pipe	600	lin.ft.	2.00	1,200.00
12-inch Sewer Pipe	20	lin.ft.	2.50	50.00
6-inch Perforated Metal Drain Pipe	6,200	lin.ft.	2.00	12,400.00
8-inch Metal Drain Pipe	80	lin.ft.	2.50	200.00
Special Backfill in Drains	880	cu.yds.	6.00	5,280.00
6-inch Perforated Rigid-Type Drain Pipe	2,460	lin.ft.	1.50	3,690.00
Concrete Manholes	1	only	300.00	300.00
Adjustment of Manholes	6	only	75.00	450.00
Reconstruction of Manholes	5	only	175.00	875.00
Concrete Inlets, Type "G-1"	16	only	90.00	1,440.00
Concrete Inlets, Type "GB"	1	only	100.00	100.00
Concrete Inlets, Type "D"	1	only	100.00	100.00
Concrete Curbs	1,200	cu.yds.	40.00	48,000.00
Concrete Walks and Surfacing	1,200	sq.yds.	4.00	4,800.00
Concrete in Islands	44	cu.yds.	45.00	1,980.00
Class "A" Concrete in Stairways	8	cu.yds.	50.00	400.00
Class "A" Concrete in Bridge Handrail	4	cu.yds.	100.00	400.00
Tie Bars and Bar Reinforcement	141,000	lbs.	.13	18,330.00
Pipe Handrail	100	lin.ft.	2.50	250.00
Metal Parapet Railing	10	lin.ft.	10.00	100.00
Metal Guard Rail	11,000	lin.ft.	2.50	27,500.00
Metal Median Barrier	11,400	lin.ft.	3.75	42,750.00
Salvaging and Reinstalling Guard Rail	300	lin.ft.	1.50	450.00
Type 3-70 Fence	1,700	rods	20.00	34,000.00
4'x58" Metal Gates	10	only	55.00	550.00
Remodel Existing Structure	All	Required		1,000.00
Guide Posts, Type W-1	162	only	6.00	972.00
Guide Posts, Type Y-2	68	only	7.00	476.00
Guide Posts, Type Y-3	3	only	8.00	24.00
Coarse Crushed Material in Base	116,200	tons	2.10	244,020.00

3/4" - 0 Material in Base	7,400	tons	$2.20	$ 16,280.00
Sprinkling	2,350	M-gal.	3.00	7,050.00
Preparation of Base	All	Required		2,500.00
3/4" - 0 Material in Binder Course	530	cu.yds.	4.50	2,385.00
RC-3 Asphalt	82	tons	44.00	3,608.00
Class "B" Asphaltic Concrete	15,400	tons	6.75	103,950.00
Class "C" Asphaltic Concrete	120	tons	7.00	840.00
Asphaltic Concrete Traffic Markers	960	lin.ft.	.75	720.00
8-inch Portland Cement Concrete Pavement	97,000	sq.yds.	3.60	349,200.00
3/4" Expansion Joints	800	lin.ft.	.75	600.00
Contraction Joints	14,400	lin.ft.	.20	2,880.00
Dowel Bars	14,600	only	.80	11,680.00
Wire Fabric Reinforcement	96,000	sq.yds.	.75	72,000.00
3/8" - 0 Material in Cushion Course	3,560	tons	2.00	7,120.00
				$1,123,132.00
Flagging, (57½% of Contractor's Cost)	All	Required (23%)		800.00
Signing (Temporary)	All	Required (50%)		200.00
	Subtotal			$1,124,132.00
	10% Engr. & Cont.			112,413.00
	Total			$1,236,545.00

Length of Roadway . . . . 2.241 miles
Length of 5 Structures . . . . 0.129 mile (exceptions)
Total Length . . . . 2.370 miles
Cost of Roadway per mile $551,782.68

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Preliminary Engineering	$ 2,000.00	$ 1,800.00	$ 200.00
Roadway	1,236,545.00	1,137,200.00	99,345.00
	$1,238,545.00	$1,139,000.00	$99,545.00

Oregon State Highway Department

Federal Aid
Project No. I-5-6(5)298

LOWELL STREET-S.W. 11th AVENUE SECTION

OF THE PACIFIC HIGHWAY IN MULTNOMAH COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, July 13, 1960

Type Code P.E.

Preliminary Engineering	All	Required		$ 2,000.00

Type Code 7221
Roadway (Sta. 119+86.30 to Sta. 246+00)

Removal of Miscellaneous Concrete and Masonry	All	Required		$ 2,000.00
Drainage Excavation, Unclassified	1,070	cu. yds.	$ 3.00	3,210.00
Structural Excavation, Unclassified	12	cu. yds.	6.00	72.00
Embankment in Place	48,600	cu. yds.	1.25	60,750.00
Furnishing and Placing Topsoil	2,600	cu. yds.	2.50	6,500.00
1½" Electrical Conduit	1,960	lin. ft.	1.75	3,430.00
Galvanized Junction Boxes	1	only	20.00	20.00
8-inch Sewer Pipe	600	lin. ft.	2.00	1,200.00
12-inch Sewer Pipe	20	lin. ft.	2.50	50.00
6-inch Perforated Metal Drain Pipe	6,200	lin. ft.	2.00	12,400.00
8-inch Metal Drain Pipe	80	lin. ft.	2.50	200.00
Special Backfill in Drains	880	cu. yds.	6.00	5,280.00
6-inch Perforated Rigid-Type Drain Pipe	2,460	lin. ft.	1.50	3,690.00
Concrete Manholes	1	only	300.00	300.00
Adjustment of Manholes	6	only	75.00	450.00
Reconstruction of Manholes	5	only	175.00	875.00
Concrete Inlets, Type "G-1"	16	only	90.00	1,440.00
Concrete Inlets, Type "GB"	1	only	100.00	100.00
Concrete Inlets, Type "D"	1	only	100.00	100.00
Concrete Curbs	1,200	cu. yds.	40.00	48,000.00
Concrete Walks and Surfacing	1,400	sq. yds.	4.00	5,600.00
Concrete in Islands	44	cu. yds.	45.00	1,980.00
Class "A" Concrete in Stairways	8	cu. yds.	50.00	400.00
Class "A" Concrete in Bridge Handrail	4	cu. yds.	100.00	400.00
Tie Bars & Bar Reinforcement	141,000	lbs.	0.13	18,330.00
Pipe Handrail	100	lin. ft.	2.50	250.00
Metal Parapet Railing	10	lin. ft.	10.00	100.00
Metal Guard Rail	11,000	lin. ft.	2.50	27,500.00
Metal Median Barrier	11,400	lin. ft.	3.75	42,750.00
Salvaging and Reinstalling Guard Rail	300	lin. ft.	1.50	450.00
Type 3-70 Fence	1,700	rods	20.00	34,000.00
4'x58" Metal Gates	10	only	55.00	550.00
Remodel Existing Structure	All	Required		1,000.00
Guide Posts, Type W-1	162	only	6.00	972.00
Guide Posts, Type Y-2	68	only	7.00	476.00
Guide Posts, Type Y-3	3	only	8.00	24.00

Coarse Crushed Material in Base	116,200	tons	$ 2.10	$ 244,020.00
3/4" - 0 Material in Base	7,400	tons	2.20	16,280.00
Sprinkling	2,350	M-gals.	3.00	7,050.00
Preparation of Base	All	Required		2,500.00
3/4" - 0 Material in Binder Course	530	cu. yds.	4.50	2,385.00
RC-3 Asphalt	82	tons	44.00	3,608.00
Class "B" Asphaltic Concrete	15,400	tons	6.75	103,950.00
Class "C" Asphaltic Concrete	120	tons	7.00	840.00
Asphaltic Concrete Traffic Markers	960	lin. ft.	0.75	720.00
8-inch Portland Cement Concrete Pavement	97,000	sq. yds.	3.60	349,200.00
3/4-inch Expansion Joints	800	lin. ft.	0.75	600.00
Contraction Joints	14,400	lin. ft.	0.20	2,880.00
Dowel Bars	14,600	only	0.80	11,680.00
Wire Fabric Reinforcement	96,000	sq. yds.	0.75	72,000.00
3/8" - 0 Material in Cushion Course	3,560	tons	2.00	& 7,120.00
				$1,109,682.00
Flagging (57½% of Contractor's Cost)	All	Required (23%)		800.00
Signing (Temporary)	All	Required (50%)		200.00
Slope Paving (19th Ave. Structure)	All	Required		3,000.00
	Subtotal			$1,113,682.00
	10% Engr. & Cont.			111,368.00
			Total	$1,225,050.00

Length of Roadway - - - - - - - - - - - 2.241 Miles
Length of 5 Structures- - - - - - - - - 0.129 Mile (Exception)
Total Length- - - - - - - - - - - - - - 2.370 Miles
Cost of Roadway Per Mile- - - - - - - - $546,653.27

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Preliminary Engineering	$ 2,000.00	$ 1,800.00	$ 200.00
Roadway	1,225,050.00	1,126,200.00	98,850.00
	$1,227,050.00	$1,128,000.00	$ 99,050.00

RECEIVED
FEB 5 - 1965

FOR FILING

[illegible]
2962

Salem, Oregon
February 3, 1965

Mr. [illegible] Hunter
Maintenance Engineer

I attach hereto Rothman's January 22 report of porcelain enamel sign failures. I have instructed Oscar White at the lab to take the following steps:

1. To determine by use of the Spectrophotometer, by means of a series of tests on signs which we know to be satisfactory, what the normal color reading should be.

2. To establish by a further test or tests what the maximum fading should be at the end of the 10-year period. This would be primarily based on readings on material which we consider to be unfit for further use.

3. To determine by tests the readings on the signs which Rothman reports as unsatisfactory.

4. To determine where they fall in the sliding scale established under Points 1 and 2 above.

5. To give me the data which will then be turned over to the Legal Division for such action as is necessary.

6. A separate category of failure will include the sandwich boards which are separating. They can be sorted out as a separate unit of work. You should establish and submit for my approval a basis for determining failure of a sandwich board. This will require wrestling with the problem of whether or not a board which has separated fails to deliver the sign message which it was designed to impart.

Attachment

Tom Edwards
Assistant State Highway Engineer

TE:jm

cc Forrest Cooper
H. L. Porter
G. F. Rohde (Enc.)
F. B. Crandall (Enc.)
R. W. Rothman
Oscar White
F. B. Gibson (Enc.)
A. F. Johnson (Enc.)
R. D. Asberry (Enc.)
L. E. Chandler (Enc.)
J. T. Putnam (Enc.)
A. T. Parson (Enc.)

FORM E-30 50M 5-62 43906

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 22, 1965

SUBJECT:

To:

Mr. Tom Edwards
Assistant State Highway Engineer
DEPARTMENT

Herewith report on defective porcelain enamel signs completed the latter part of December 1964. This represents the second report made on defective enamel signs in 1964. I am conducting this inspection every six months.

I am submitting all copies of this report to you since no action has been taken on previous reports to enforce the warranties. Perhaps a review of our position should be taken prior to transmitting of this report to those concerned.

Please advise if any change is requested in this procedure.

Robert Bothman
R. N. Bothman
Sign Engineer

RNB:nk
attachment

cc: E. S. Hunter

FORM E-30 25M 9-61 88815

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon

January 20, 1965

SUBJECT: Defective Porcelain Enamel Sign Replacement

Mr. George Rohde
To: [redacted]
Chief Counsel
DEPARTMENT

On the following contract, the signs listed below have proven to be defective. We recommend that the manufacturer be required to replace These signs in accordance with the terms of the guarantee:

SECTION Harbor Dr. - Wash. Co. Line
HIGHWAY Pacific I-5
CONTRACT NO. 5762 GUARANTEE NO. III
CONTRACTOR Roy L. Houck

MANUFACTURER Bradley Porcelain Products
500 Taylor
Missoula, Montana

DATE MANUFACTURED August 1961

SIGN NO. TED DWG. NO. STATION MESSAGE FAILURE REPORTED

See attached sheet

Fading and discoloration are the cause of all reported failure.

ORIGINAL SIGNED BY R. N. BOTHMAN

R. N. Bothman
Sign Engineer

RNB:nk

cc: Tom Edwards
Traffic Engineer
Maintenance Engineer
Division Engineer Div. I

January 20, 1965

Harbor Dr. - Washington Co. Line Section Pacific I-5

Contract No. 5762

SIGN NO.	TED DWG. NO.	STATION	MESSAGE	FAILURE REPORTED
3	S 100	"LN"67+00	26 WEST CITY CENTER	April 1964
4	S 100	"LN"67+00	99W NORTH-SEATTLE-HARBOR DR.	November 1963
14	S 100	"NHD"10+80	99W NORTH-SEATTLE-HARBOR DR	November 1963
15	S 100	"NHD"10+80	26 WEST CITY CENTER	April 1964
16	S 100	"NHD"4+00	99W NORTH-SEATTLE-HARBOR DR	November 1963
17	S 100	"NHD"4+00	26 WEST CITY CENTER	April 1964
25	S 100	"MSH"7+50	ROSS IS BR - SALEM KEEP LEFT	April 1964
7	S 101	119+60	26 EAST-ROSS IS. BR. MACADAM AVE	November 1963
8	S 101	119+60	THRU TRAFFIC	April 1964
D-1-60	S 102	257+50	EXIT	October 1964
1	S 103	287+50	TERWILLIGER BLVD EXIT ½ MILE	November 1963
1	S 104	375+00	TAYLORS FY. RD. EXIT 1 MILE	October 1964
4	S 104	311+25	ENTERING PORTLAND	April 1964
6	S 105	Interchange	HUBER ST - PORTLAND	April 1964
7	S 107	365+00	PORTLAND 7 SEATTLE 180	April 1964
9	S 107	198+65	PORTLAND 5 SALEM	April 1964
3	S 108	158+33	HARBOR DR - SEATTLE 26 99	October 1964

RECEIVED
JUL 30 1964
FOR FILING

I 5 6119[illegible]

5762

A

July 24, 1964

Elizabeth Division
Elastic Stop Nut Corporation of America
1027 Newark Avenue
Elizabeth, New Jersey

Attention: Mr. Charles P. Jones
Assistant Secretary

Gentlemen:

This is to acknowledge receipt of your letter of July 20 stating that Foress Company, subcontractor, owes you for reflective sign material in the amount of $2,540.91. You advise that this is in connection with State Highway Contract No. 5762 with Roy L. Houck Sons' Corporation for paving and signing S. W. Lowell St.-S. W. 11th Ave. Unit, Harbor Drive-Washington County Line Section of the Pacific Highway in Multnomah County.

The General Insurance Company of America, through Huggins Insurance Agency, 373 North Church St., Salem, Oregon, furnished the performance bond, which was given to assure completion of the contract and payment of all bills incurred in it.

This contract was completed December 10, 1962, and accepted by the Highway Commission on February 13, 1963.

We will advise the surety and the contractor of the receipt of your claim and we will also send the claim to the Secretary of State for filing.

Yours very truly,

NOTED ON CARD
dl

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

By C. W. Head, Asst. Secretary

CC:
General Insurance Co. of America
Portland Service Office
209 S. W. 4th Ave.
Portland 4, Oregon

Huggins Insurance Agency
373 N. Church St.
Salem, Oregon

Roy L. Houck Sons' Corporation
P. O. Box 671
Salem, Oregon

Hon. Howell Appling, Jr.
Secretary of State
Salem, Oregon
- Please ackn. receipt of this claim on enc. copy of this letter.

Commissioners
CWH:fp

ESNA
ELIZABETH DIVISION
ELASTIC STOP NUT CORPORATION OF AMERICA
1027 NEWARK AVENUE • ELIZABETH, N.J. 07207 • EL 2-2900 TWX ELIZ NJ 1673

July 20, 1964

Mr. Forrest Cooper
State Highway Engineer
State Highway Commission
State Highway Building
Salem, Oregon 97310

Subject: Oregon Project 5762
Lowell St. 11th Avenue
ESNA Reference 9-4975

Dear Sir:

Please be advised that we have supplied reflective sign material for use on the subject project, for which our payment has not been received. We furnished supplies to the Foress Company, Corvallis, Oregon, which we understand to be a subcontractor to the Roy L. Houck Sons' Corporation, Post Office Box 671, Salem, Oregon.

Following are the details of our transaction with the Foress Company:

DATE	AMOUNT
Balance	$2,689.41
4/28/61	51.50
	$2,740.91
Less check 6/6/64	-200.00
	$2,540.91

Your acknowledgment and comment on this matter will be greatly appreciated.

Very truly yours,

Charles P. Jones
Assistant Secretary

CPJ/ccc

RECEIVED
JUL 23 1964
OREGON
STATE HIGHWAY COMMISSION

AGASTAT® TIMING INSTRUMENTS • STIMSONITE® SIGNAL PRODUCTS • MARINE SIGNAL DEVICES

RECEIVED
JUL 30 1964
FOR FILING

A

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

56 9125

5762

July 24, 1964

Elizabeth Division
Elastic Stop Nut Corporation of America
1027 Newark Avenue
Elizabeth, New Jersey

Attention: Mr. Charles P. Jones
Assistant Secretary

Gentlemen:

This is to acknowledge receipt of your letter of July 20 stating that Foress Company, subcontractor, owes you for reflective sign material in the amount of $2,340.91. You advise that this is in connection with State Highway Contract No. 5762 with Roy L. Houck Sons' Corporation for paving and signing S. W. Lowell St.-S. W. 11th Ave. Unit, Harbor Drive-Washington County Line Section of the Pacific Highway in Multnomah County.

The General Insurance Company of America, through Huggins Insurance Agency, 373 North Church St., Salem, Oregon, furnished the performance bond, which was given to assure completion of the contract and payment of all bills incurred in it.

This contract was completed December 10, 1962, and accepted by the Highway Commission on February 13, 1963.

We will advise the surety and the contractor of the receipt of your claim and we will also send the claim to the Secretary of State for filing.

RECEIVED
JUL 29 1964
OREGON
STATE HIGHWAY COMMISSION

Yours very truly,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

C. N. Head
By C. N. Head, Asst. Secretary

File No. 3958

FILED
JUL 2[illegible]
HOWELL APPLING, JR.
SECRETARY OF STATE

871

RECEIVED
JUL 28 1964
HOWELL APPLING, JR.
SECRETARY OF STATE

ccs:
General Insurance Co. of America
Portland Service Office
209 S. W. 4th Ave.
Portland 4, Oregon

Roy L. Houck Sons' Corporation
P. O. Box 671
Salem, Oregon

Hon. Howell Appling, Jr.
Secretary of State
Salem, Oregon

- Please ackn. receipt of this claim on enc. copy of this letter.

Huggins Insurance Agency
373 N. Church St.
Salem, Oregon

NOTED ON CARD
JC

RECEIVED
FEB 6 1964

FOR FILING

5162

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 3, 1964

SUBJECT: Report on Utility Conflicts in
Slavin Road Slide Area
Slavin Slide Correction
Pacific Highway
Multnomah County

To: Mr. L. I. Lindas
Chief Counsel
BUILDING

ATTN: Mr. J. N. Hershberger

Enclosed you will find the following data pertaining to subject section:

(1) A letter from Jack Hesla, Field Utilities Liaison Engineer, explaining briefly the facts connected with Portland General Electric's pole adjustment on this project.

(2) A copy of the Agreement between the State and the City of Portland, signed on September 11, 1944, concerning this section.

Mr. Hesla requests a legal interpretation of this agreement as to the State's responsibility to reimburse the company for making this adjustment.

F. D. Morgan
Construction Engineer

By ORIGINAL SIGNED BY
T. W. LITCHFIELD
T. W. Litchfield
Utilities Liaison Engineer

NOTED
LLOYD P. SHAW

PGP:bjm
encs.

cc: L. P. Shaw ✓
Jack Hesla

RECEIVED
FEB 6 - 1964

FORM E-30X [illegible]

FOR FILING

4162

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 3, 1964

SUBJECT: Test Sections
PCC Pavement

To: Mr. C. R. Chandler
Research Section

BUILDING

Mr. Shaw has approved the setting up of test sections on PCC pavement as outlined in the attached letter with the exception that there should be two 500' test sections on the Lowell Street-Tigard interchange Section. From the vicinity of 13th Avenue to the beginning of the AC pavement near the Tigard Interchange was laid by Peter Kiewit Sons, whereas Lowell Street to 13th Avenue was done by Houck, so a section from each of these units should be chosen.

Test sections should be set up as per your letter of January 8 as far as mapping of the cracking is concerned, and a recent joint survey may do for the initial report on that phase. Surface condition is one item which has been neglected so far, so this should be a part of the first experimental stage.

Will you please see to it that this program is initiated in the very near future. We will be happy to give you any assistance necessary.

F. D. Morgan
Construction Engineer

By J. Putnam

J. F. Putnam
Assistant Construction Engineer

JFP:bjm
Attachment

cc: L. P. Shaw

RECEIVED
JAN 30 1964
FOR FILING

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KEN[illegible], MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

January 10, 1964

Bradley Porcelain Products
500 Taylor Street
Missoula, Montana

Re: Replacement of Defective
Porcelain Enamel Signs

Gentlemen:

We are advised that five porcelain enamel signs of your manufacture, located on the Lowell Street-11th Avenue Unit, Harbor Drive-Washington County Line Section of the Pacific Highway, I-5, have proven defective as shown by excessive fading, contrary to the provisions of your guarantee. These signs were manufactured in August, 1961, and were installed by Roy L. Houck, under Contract No. 5762, and are further identified as follows:

Message	Station
99E North - Seattle - Harbor Dr	"TS"67+60
99E North - Seattle - Harbor Dr	"[illegible]"10+30
99E North - Seattle - Harbor Dr	[illegible]
26 East - Ross Is. Br. [illegible]	119+60
Terwilliger Blvd Exit 1/2 Mile	237+50

This letter constitutes a formal demand that you replace each of the defective signs above designated, without expense to the State of Oregon, pursuant to your guarantee.

Very truly yours,

L. I. LINDAS
Chief Counsel

By

[illegible]
Staff Attorney

NOTED
TOM EDWARDS

[illegible]:jm
cc: Tom Edwards
F. B. Crandall
H. W. [illegible]
[illegible] Johnson
R. N. Bothman
L. I. Lindas
Roy L. Houck

RECEIVED
JAN 13 1964
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
DEC 2 - 1963

FORM E-30
FOR FILING

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—
5762

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
November 18, 1963

SUBJECT: Defective Porcelain Enamel Sign Replacement

To: Mr. Leonard I. Lindas
Chief Counsel
DEPARTMENT

On the following contract, the signs listed below have proven to be defective. We recommend that the manufacturer be required to replace these signs in accordance with the terms of the guarantee:

SECTION Lowell St.-11th Ave. Unit Harbor Dr.-Wash. Co. Line Section

HIGHWAY Pacific I-5

CONTRACT NO. 5762 GUARANTEE NO. III

CONTRACTOR Roy L. Houck

MANUFACTURER Bradley Products
500 Taylor
Missoula, Montana

DATE MANUFACTURED Aug. 1961

SIGN NO.	TED DWG. NO.	STATION	MESSAGE	FAILURE

See Attached Sheet

ORIGINAL SIGNED BY R. N. BOTHMAN

R. N. Bothman
Sign Engineer

RNB:nk

cc: Tom Edwards ✓
Traffic Engineer
Maintenance Engineer
Division Engineer

RECEIVED
NOV 1 9 1963
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
TOM EDWARDS

November 18, 1963

Defective Porcelain Enamel Signs on Contract 5762

SIGN NO.	TED DWG.NO.	STATION	MESSAGE	FAILURE
4	S 100	"LN"67+00	99W NORTH - SEATTLE - HARBOR DR	Excessive Fading
14	S 100	"NHD"10+80	99 W NORTH - SEATTLE - HARBOR DR	Excessive Fading
16	S 100	"NHD"4+00	99W NORTH - SEATTLE - HARBOR DR	Excessive Fading
7	S 101	119+60	26 EAST - ROSS IS. BR. MACADAM AVE	Excessive Fading
1	S 103	287+50	TERWILLIGER BLVD EXIT 1/2 MILE	Excessive Fading

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JUL 18 1963

FOR FILING

[illegible]

5762

July 18, 1963

Roy L. Houck Sons' Corp.,
1565 20th Street NE
Salem
Oregon

Gentlemen:

The State Highway Commission, at its meeting on July 18, 1963, discussed with the Engineer your request for an extension of time on contract #5762. You requested 21 additional workdays within which to complete the paving-signing of SW Lowell St.-SW 11th Ave. Unit of Harbor Drive-Washington County Line Section of Pacific Highway in Multnomah County, without assessment of liquidated damages.

After considering the report, recommendation of the Engineer, and other available information, the Commission denied your request for 21 additional workdays without assessment of liquidated damages.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: Fred B. Klaboe
Wm. E. Maltby
F. D. Morgan
Bureau of Public Roads
L. H. Young
C. H. Meisen

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JUL 9 - 1963

FOR FILING

I-5-6(19)29

5762

July 9, 1963

General Insurance Co. of America
Portland Service Office
209 SW 4th Avenue
Portland 4, Oregon

Gentlemen:

A post-final payment for $9,467.59 will be made to Roy L. Houck Sons' Corp., on contract #5762 for paving-signing the SW Lowell St.-SW 11th Ave. Unit of Harbor Drive-Washington County Line Section of Pacific Highway in Multnomah County, as soon as the warrant is prepared.

The total amount paid on this contract will be $1,367,655.14, including the post-final payment. Of the total, $107,212.06 is for force account work.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: Roy L. Houck Sons' Corp.,
1585 20th Street NE
Salem, Oregon

cc: C. H. Maison
Attn.: John Herr

RECEIVED
JUL 1 - 1963
FOR FILING

[illegible]

5762

June 28, 1963

Oregon State Highway Commission

Request for Extension of Time
No. 1
July 18, 1963 Meeting

Gentlemen:

Roy L. Houck Sons' Corporation, contractor on the S. W. Lowell Street-S. W. 11th Avenue Unit of Interstate 5 in Portland, has requested relief from 21 days assessed liquidated damages that have been charged against the work. This was on Contract 5762 and carries a liquidated damage provision of $250 per day, which amounts to $5,250.

The contractor gives several reasons for his request—unguaranteed delivery dates from materials suppliers; delays caused by traffic diversion; extra time required to perform force account work; and delays in receiving acceptance of certain materials. This Department does not admit any liability for any of the reasons advanced; however, these reasons are not the cause of the overrun in time of the work. The overrun was caused almost entirely by the slow progress of the subcontractor in constructing a right-of-way fence; therefore, I must recommend that the contractor's request be denied.

This matter will be on the agenda for your consideration at the July 18 meeting.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc Floyd Query
R. L. Porter
Lloyd P. Shaw
Victor D. Wolfe
L. H. Young
F. D. Morgan
C. H. Maison

RLP:ms bbc

OREGON STATE HIGHWAY COMMISSION

Engineers Recommendation Regarding Contractors Request

for [illegible]

Increase in Number of Workdays #1

to

Complete Construction Contract

Investigation has been completed regarding the request (see reverse side) for an increase in the number of workdays within which to complete, without assessment of liquidated damages, the following project:

Contract No. 5762 Contractor Roy L. Houck Sons' Corporation

Highway Pacific Freeway
S.W. Lowell St.-S.W. 11th Ave. Unit

Section Harbor Drive-Washington County Line

Kind of Work Paving and Signing

It is recommended that the request for increase in the number of workdays within which to complete said contract be **DENIED** or ~~**GRANTED**~~. The reasons for such recommendation are as follows:

1. Request based on delivery of material is invalid.
2. Over-run is due to delay in completing signs and fencing which has no bearing on traffic problems.
3. Most force account work completed prior to concrete pavement a year ago and not the cause of overrun of workdays.

APPROVED BY HIGHWAY COMMISSION
DATE July 18, 1963 - Request denied
Secretary

Recommended for Approval:

A V Benedict
Assistant Division Engineer

Construction Engineer or Bridge Engineer

State Highway Engineer

Contract No. 5762
Project designation I-5-6(19)295
State-Federal
Date awarded July 28, 1960
Work started Feb. 23, 1961
Per cent completed 100 7-11-62
Date
No. of Workdays Allowed 180
No. of Workdays Used 191 to 7-7-62
No. of Added Workdays Requested 30

State Printing 37930

H—290 (Rev.)—5M—5-60

OREGON STATE HIGHWAY COMMISSION

Contractors Request
for
Increase in Number of Workdays
to
Complete Construction Contract

Oregon State Highway Commission
Salem, Oregon

Date June, 1962

Gentlemen:

We, the undersigned, respectfully request an increase in the number of workdays from 180 days to 210 days, within which to complete our Contract No. 5762, without the assessment of liquidated damages. The said contract is described as follows:
S. W. Lowell Street-S. W. 11th Unit, Harbor Dr.-Washington Co. Line

The dates of the workdays during which prosecution of the work was actually prevented and the conditions or causes which actually prevented the prosecution of work on said dates were as follows:

See letter attached.

Respectfully submitted,

ROY L. HOUCK SONS' CORPORATION
Contractor

By James E. Houck

CONSENT OF SURETY

Date June 12, 1962

We, GENERAL INSURANCE COMPANY OF AMERICA, as

surety on the bond guaranteeing the completion of the contract above-named and listed, hereby join in and consent to said request for an increase in the number of workdays, and hereby agree to remain fully bound as surety in all respects as if the number of workdays remained as stipulated in the original agreement.

James F. Darby
James F. Darby Attorney-in-fact

(SEAL)

Resident Agent

ROY L. HOUCK SONS' CORPORATION
HEAVY CONSTRUCTION CONTRACTING
1585 20th STREET N. E.
SALEM, OREGON
JUstice 1-1398

Oregon State Highway Commission
Salem, Oregon

addendum to Form E-320

1. All work has been completed on sign bridges except the placing of materials on order.
   An unguaranteed delivery date was given by our supplier for January 9, 1962, for light fixtures and covers. This delay was beyond our control, therefore, due to the time necessary to receive and install these materials, it becomes necessary to ask for additional time without penalty.

2. This project could not be vigorously prosecuted after December 1, 1961, because of the delay caused by traffic diverted on to this contract.

3. Extra time was necessary to perform the $85,000.00 of force account work on this project.

FORM E-90 30M 11-61 40230

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 17, 1963

SUBJECT: S.W. Lowell St.-S.W. 11th Avenue Unit
Harbor Drive-Washington Co. Line Section
Pacific Highway
Contract No. 5762

To:

Mr. Lloyd Shaw
Assistant State Highway Engineer
BUILDING

The contractor, Roy L. Houck Sons' Corporation, by formal request dated June 12, 1962, asked for an extension of 30 days from 180 to 210 days, within which to complete the above project. Before this could be completely processed, the contractor advised of forthcoming claims, based primarily on opening the section to traffic before completion of all contract items. These claims did develop and have only recently been resolved in the amount of $8,925.00. Settlement of liquidated damages was, in the meantime, delayed.

In the contractor's original request for an extension of workdays, three reasons were given for support, as follows:

1. Unguaranteed delivery date from supplier of light fixtures.

2. Delay caused by traffic diverted onto project on December 1, 1961 prior to completion of all work.

3. Extra time necessary to perform force account work.

Reason No. 1 is not considered valid as the State assumes no responsibility for delivery of contractor's supplies.

Reason No. 2 is not considered valid for various reasons. Date of contract was July 28, 1960. Start of work was February 23, 1961. Completion of work was August 15, 1962. By September of 1961, 80 per cent of the paving work was completed, and as of November, 1961, only 63 per cent of the workdays were used. The overrun in workdays then occurred during work on signs and fencing. An abundance of recorded evidence points to less than vigorous prosecution of work after completion of the concrete paving. A prime factor was movement of equipment and crews to work in Vancouver, Washington at this time. Opening the project to traffic prior to completion of all contract items, while not considered a valid reason for time extension, was considered a just reason for the extra compensation allowed in the amount of $8,925.00.

Reason No. 3, extra time to perform force account work, cannot be justified as a reason for time extension. $107,314.94 in Extra Work Orders and $13,525.21 in Price Agreements was allowed the contractor. The largest single item was $71,506.47 for slide repair work which was completed in 1961 prior to the time surfacing crews could commence work because of previous commitments. The extra work done in 1962 was either completed during sign bridge fabrication or in conjunction with required contract items. No delay to completion can be attributed to extra work.

By letter of March 18, 1963 from the contractor to Mr. Shaw, the contractor asks for relief from liquidated damages claiming 60 days (January to March, 1962) were required to establish the acceptance of a light fixture. Investigation of this claim reveals an attempt by the contractor during this time to have acceptance of certain light fixtures before installation. This, of course, being contrary to specifications, could not be done. At all times there were commercially available fixtures which had been determined would meet specifications. The award date of late July, 1960 gave more than ample time for advance planning on the part of the contractor, along with an official proposal to the Resident Engineer which had never been done.

By letter of April 4, 1963 from the contractor to W. E. Maltby, Resident Engineer, release from liquidated damages was requested on the claim that 39 per cent of the payroll for the last seven weeks went toward extra work, and that 22 per cent of the work was done under heavy traffic. The records show the only extra work during the last seven weeks was flagging on which the State participated 100 per cent. The reference to work under heavy traffic had previously been made by the contractor as claim No. 2 in his original request for an extension of time.

The project was completed with 21 days assessed liquidated damages. No justifiable reasons can be found to offer any relief from this assessment of $5,250.00 ($250.00 per day).

The Bureau of Public Roads will not participate in any extension of time on this project.

A suggested rough draft to the Commission is attached.

LLOYD P. SHAW

F. D. Morgan
Construction Engineer

By G. L. Decker
G. L. Decker
Assistant Construction Engineer

ECEIV
JUN 1 1963
OFFICE OF
STATE HIGHWAY EN

GLD:fp
Attach.
cc L. H. Young

NOTED
LLOYD P. SHAW
PLEASE RETURN TO
LLOYD P. SHAW

ROY L. HOUCK SONS' CORPORATION
HEAVY CONSTRUCTION CONTRACTING
1585 20th STREET N. E.
SALEM, OREGON
JUstice 1-1398

March 18, 1963

L. P. Shaw
Assistant Construction Engineer
Oregon State Highway Department
Salem, Oregon

Re: S. W. Lowell - S. W. 11th
Contract #5762

Dear Sir:

The following information are events leading to the completion delay on this project and thereby causing our request for an additional 21 days to be added to the 180 days allotted to this project.

For reasons previously written and submitted, information pertaining to traffic delaying the completion of this project is intentionally withheld. This letter is therefore directed at the signing portions of this project only.

HENCE:

In January, 1962, Richard Tuttle, bookkeeper for Fabricators Incorporated, Harold Widner, Shop Foreman, Roy Houck, Sr., Bob Randles, Inspector of Signs from the Oregon State Highway Department and James Miller from Eoff Electric Co., took a light fixture to the Oregon State Highway Labratory to see if any fixture could pass the specification as written in our contract. It was unofficially determined that no fixture made could produce the required light on the face of the sign to fit the contract specifications.

It was determined that the required number of lamps, spacing and Luman rating, could not produce the required minimum 25 foot Lamberts on the face of the sign with the mounting bracket as required at the angle necessary. Reference: page 60, in the "Special Provisions - S. W. Lowell Street - S. W. 11th Avenue, State Contract #5762", Oregon State Highway Department.

During January, 1962, with James Miller from Eoff Electric Co., we asked Bud George, Bridge Department, and Merl Bayley, Oregon State Highway Department Assistant, to come to an agreement on an acceptable fixture for sign bridges on this project.

Advanced verbal questions pertaining to the above problem were made in 1961 with no satisfaction.

The fixtures in question are presented in a letter dated April 28, 1961 from Mr. Paxson ("A" attached) to the Westinghouse Co. We asked for a clarification of the term "future usage" to be established for this contract. They would give no clarification or satisfaction on this subject.

On February 14, 1962, we were of the impression that we could have the delivery from Westinghouse Co. in 28 to 35 days, ("B" attached) however, a letter dated February 23, 1962 ("C" attached) established delivery approximately 77 days and forced a meeting of minds which was explicitly expressed as very essential.

The Conference was held on February 26, 1962 and confirmed by letter February 27, 1962, ("D" attached) supposedly accepting this type light fixture and a Purchase Order was issued to Westinghouse Co. immediately. (PO #6345 dated Feb. 26, 1962, Fabricators Incorporated) ("E" attached). On March 2, 1962 ("F" attached) a letter was received stating we were incorrect on our assumption and declaring an unsettled situation still existed.

During this period between March 2, 1962 and March 15, 1962 several conversations between Fabricators Incorporated and the Oregon State Highway Department took place, involving Messrs. L. P. Shaw, Alfred A. Reas, Ass't. Metropolitan Engineer, Frank Morgan, G. S. Paxson, B. George, Will Maltby and Merl Bayley to try and establish who would or could except ANY fixture for use on this project under Contract #5762.

We had ordered the light fixtures and were about to cancel our order with Westinghouse Co., when a letter from John Hagedorn, Resident Engineer, Job #5812, Rice Hill, was received accepting the Westinghouse Co. fixture, March 15, 1962, ("G" attached).

On March 18, 1962 a letter of acceptance from the Metropolitan Division was received)letter dated March 16, 1962 - "H" attached). The last portion of the order from the Westinghouse Co. was received on July 23, 1962 ("I" attached).

TO SUMMARIZE:

A full 60 days was necessary to establish the acceptance of a light fixture which would be acceptable to the State of Oregon as well as an additional materials delay from the supplier of which we had no control. The lack of materials delayed us from February 26, 1962 (PO #6345, Feb. 26, 1962) to July 23, 1962 (last order shipped) or 158 days. This caused a total overlap of time from the commencement of negotiations to the actual last day of which we received material, to 187 days; far too many days to expect a job completion before the allotted time ran out.

Very truly yours,

ROY L. HOUCK SONS' CORPORATION

James E Houck
Secretary - Treasurer

JEH:mb
Attached: 9 copies

A

PLEASE RETURN TO
LLOYD P. SHAW

NOTED
LLOYD P. SHAW

File No. 35
Rd. No. ________ M.P. ________
City of ________
Streets ________
Rural ________ Urban ________

April 20, 1951

Mr. R. W. Phillips
Lighting Sales Engineer
Westinghouse Electric Corporation
1414 N. E. Grand Avenue
Portland 12, Oregon

Dear Mr. Phillips:

We have received the technical brochure and correspondence from your Company's Lighting Division in Cleveland, Ohio. This material concerns all the sign luminaires of which there has been some question to future acceptability and performance. This letter is to advise you that based on the sample inspected by representatives of our office and on the letter signed by Mr. Karns, of your Company and dated April 13, that the Westinghouse Sateliner Sign Lights will be acceptable for future usage on Signing Projects in the State of Oregon. It should be mentioned that these units will be inspected on each project to insure that the quality of the reflectors and other material involved meets the requirements of the specifications.

We do wish to thank you and representatives of your Company for the most cooperative attitude you have shown concerning this matter.

Very truly yours,

G. S. Paxson
Assistant State Highway Engineer

By

F. B. Crandall
Traffic Engineer

LEG:ss
bcc: G. S. Paxson
W. O. Widdows
T. J. Burke

NOTED
ASST TRAFFIC ENGR.

NOTED
PLANNING SURVEY
ENGR.

NOTED
TRAFFIC CONTROL
ENGR.

L. E. [illegible]

Westinghouse Electric Supply Company

B

[illegible]

Mr. [illegible]
[illegible] Incorporated
[illegible]
Salem, Oregon

[illegible]

Dear Mr. [illegible]:

[illegible] herewith our quotation on [illegible] per your phone call of February [illegible].

[illegible] can use for your [illegible] required [illegible] and return [illegible]

[illegible] attempt [illegible] delivery [illegible].

[illegible]
Branch Manager

[illegible] M. [illegible]

C

Westinghouse Electric Supply Company

[illegible]
Telephone [illegible]

February 21, 1952

[illegible]
[illegible] Incorporated
[illegible]
[illegible]

[illegible] #91, dated 2/[illegible]

Dear Mr. [illegible]:

[illegible] circumstances beyond our control, [illegible] prior orders received, we are forced to change our delivery time quoted on above subject [illegible] approximately [illegible] days. [illegible] of our supplier.

W. W. Carlson
Manager

[illegible]
[illegible]

22
June

#11

D

27 February 1962

Frank Morgan
Construction Engineer
Oregon State Highway Department
Salem, Oregon

Re: Acceptance of lighting
fixtures for OSHD Contracts
No. 5762 and No. 5812

Dear Sir:

This letter is to confirm the verbal agreement reached on 26 February 1962 at the meeting in the Construction Engineers office, Oregon State Highway Building, between the below listed persons.

1. Frank Morgan - OSHD, Construction Engineer
2. Bud George - OSHD, Electrical Engineer
3. F. B. Crandall-OSHD, Traffic Engineer
4. Robert Phillips - Lighting Engineer for Westinghouse Electric Corporation
5. Marcel Thiebaud - Salesman for Westinghouse Electric Supply Company
6. Roy L. Houck, Sr. - Roy Houck Sons Corporation

The verbal agreement reached was that the Oregon State Highway Department, as represented by the OSHD personnel listed above, would approve and accept the Westinghouse Sataliner Light Fixture, as presented by the descriptive bulletin 61-350-11 circulated by Westinghouse Electric Corporation and incorporated as part of this letter, for OSHD Contract #5762 and OSHD Contract #5812.

Sincerely,

Roy L. Houck Sons' Corporation

By__________________
Roy L. Houck, Sr.

cc: Bud George
F. B. Crandall
Robert Phillips
Marcel Thiebaud

P.O. # 6345

F

COMMISSIONERS
H K McIVER, CHAIRMAN
PORTLAND
OBERT B CHESSMAN, MEMBER
ASTORIA
KENNETH N FRIDLEY, MEMBER
WASCO

H B GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY ENGR
LEONARD I LINDAS
CHIEF COUNSEL

March 2, 1962

Mr. Roy L. Houck, Sr.
Roy L. Houck & Sons Corporation
1583 N 20th Street
Salem, Oregon

Dear Mr. Houck:

In a letter dated February 27, 1962, you have requested confirmation of a discussion which occurred during a recent conference in this office concerning sign luminaires.

The last paragraph of the above mentioned letter is incorrect. The only official action that transpired was a re-confirmation of information contained in a letter dated April 28, 1961 and directed to Mr. R. W. Phillips of the Westinghouse Electric Corporation.

F. D. Morgan
Construction Engineer

LHG:jv
cc: F. B. Crandall

COMMISSIONERS
CHAS. H. REYNOLDS, CHAIRMAN
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
ROBERT B. CHEESMAN, MEMBER
ASTORIA
H. B. GLAISYER, SECRETARY
SALEM

#
G

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
COUNSEL

Roseburg
March 15, 1962

Re: Sign Luminaire
Rice Hill-N. Oakland Jct.
Contract No. 5812

Roy L. Houck Son's Corp.
[illegible] St. N. E.
Salem, Oregon

Gentlemen:

This letter is to advise you that the Westinghouse sign luminaire called the Sateliner, as presented by the Westinghouse Electric Company's descriptive bulletin, 61-350-11, meets the specifications set forth for sign luminaires on the above named project.

Please be further advised that the above mentioned unit is acceptable for use on the contract under question providing the supplier's units meet the requirements of the above mentioned technical bulletin and a proper installation is made.

A copy of the aforementioned bulletin is attached for your information.

Very truly yours,

J. R. Hagedorn

attach.
cc. L. R. Chandler

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD
FLOYD QUERY, SECRETARY
SALEM

H

Lu

STATE OF OREGON
STATE HIGHWAY DEPARTMENT

5821 N. E. Glisan Street
Portland 13, Oregon

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

March 16, 1962

Ray L. Houck & Sons Co.
1585 N. 20th Street
Salem, Oregon

Approval of Sign Luminaires
Wash. Cty. Line-Harbor Dr. Sec.
Contract: 3762
Prefix: 686-1053

Gentlemen:

This letter is to advise you that the Westinghouse sign luminaire called the Sateliner, as presented by Westinghouse Electrical Company's descriptive bulletin 61-350-11, meets the specifications set forth for sign luminaires on the above project.

The authorization of this substitute material is made with the assumption that the material furnished will be in accordance with the above named bulletin, that you assume full responsibility for proper installation and that the substitution is made at no additional cost to the State.

Very truly yours,

Lloyd P. Shaw
Metropolitan Engineer

By:

Alfred A. Rear
Alfred A. Rear
Assistant Metropolitan Engineer

AAR/bb
cc: Frank Morgan
Wm. Maltby
F. Crandall
Ray L. Houck
Vancouver, Wash.

Westinghouse
ELECTRIC SUPPLY COMPANY
3265 N. W. Yeon Avenue
Portland 10, Oregon

DUPLICATE INVOICE

CUSTOMER'S ORDER NO.: None

6104

2699 47

NO. INV.

INVOICE DATE: 7-30 62

TAX CODE: 3

REMIT TO

SHIPPING TERMS

I

TO

Fabricators, Inc.
5935 Lancaster, N.E.
Salem, Oregon
(Bob Lock Freeway Job)

None

W/c 7-23-62

8	8	F72T12/CW/SHO	6.50 (?) 32 N	[redacted]
				35 36
1	1	890D0036 15" 6 foot Cover Lens for 6 foot Fixture	Customers [illegible] OFF RM-107776	

J H McLean

... certify that with respect to the production of the articles and/or the performance ... the services covered by this invoice ... fully complied with the Fair Labor Standards Act, as amended.

TOTAL ⟶

SEE OTHER SIDE FOR TAX REGISTRATION NUMBERS.

WESCO 4051, REV. 11-60)

Westinghouse Electric Supply Company

3265 N. W. YEON AVENUE
PORTLAND, OREGON

DATE [illegible]

PROJECT NAME OR NO. [illegible]
[illegible]

TO:—
FABRICATORS INCORPORATED
1[illegible] N. E. 20TH
SALEM, OREGON

ATTN: ROY HOUCK

WHEN ORDERING PLEASE REFER TO

QUOTATION No. [illegible]

WE THANK YOU FOR YOUR INQUIRY OF AND ARE PLEASED TO QUOTE YOU AS FOLLOWS:

ITEM	QUANTITY	CATALOG NO. & DESCRIPTION	PRICE UNIT	PRICE TOTAL	Rate Of Cash Discount	DELIVERY
		#1-SL72D Satailiner Fixture, 6 [illegible]	[illegible].50 ea		2	
		#1-SL96D Satailiner Fixture, 8 foot	78.60 ea		2	
		Type TX termination kit	[illegible].68 ea		2	
		Single lamp outdoor ballast, [illegible] volt, 1500 MA, for 6 foot or 8 foot lamp.	23.37 ea		[illegible]	
		Two lamp outdoor ballast, [illegible] volt, 1500 MA for 6 foot or 8 foot lamp	[illegible].50 ea		[illegible]	
		#F72T12/CW/SHO, 1500 MA, 6 foot lamps	3.96 ea		2	
		F96T12/CW/SHO, 1500 MA, 8 foot lamps	4.05 ea		2	

F.O.B. Salem, Oregon.
Delivery: 4 to 5 weeks.
Terms: 2% tenth of month.

NOTE: Termination Kits - [illegible] one for each row.

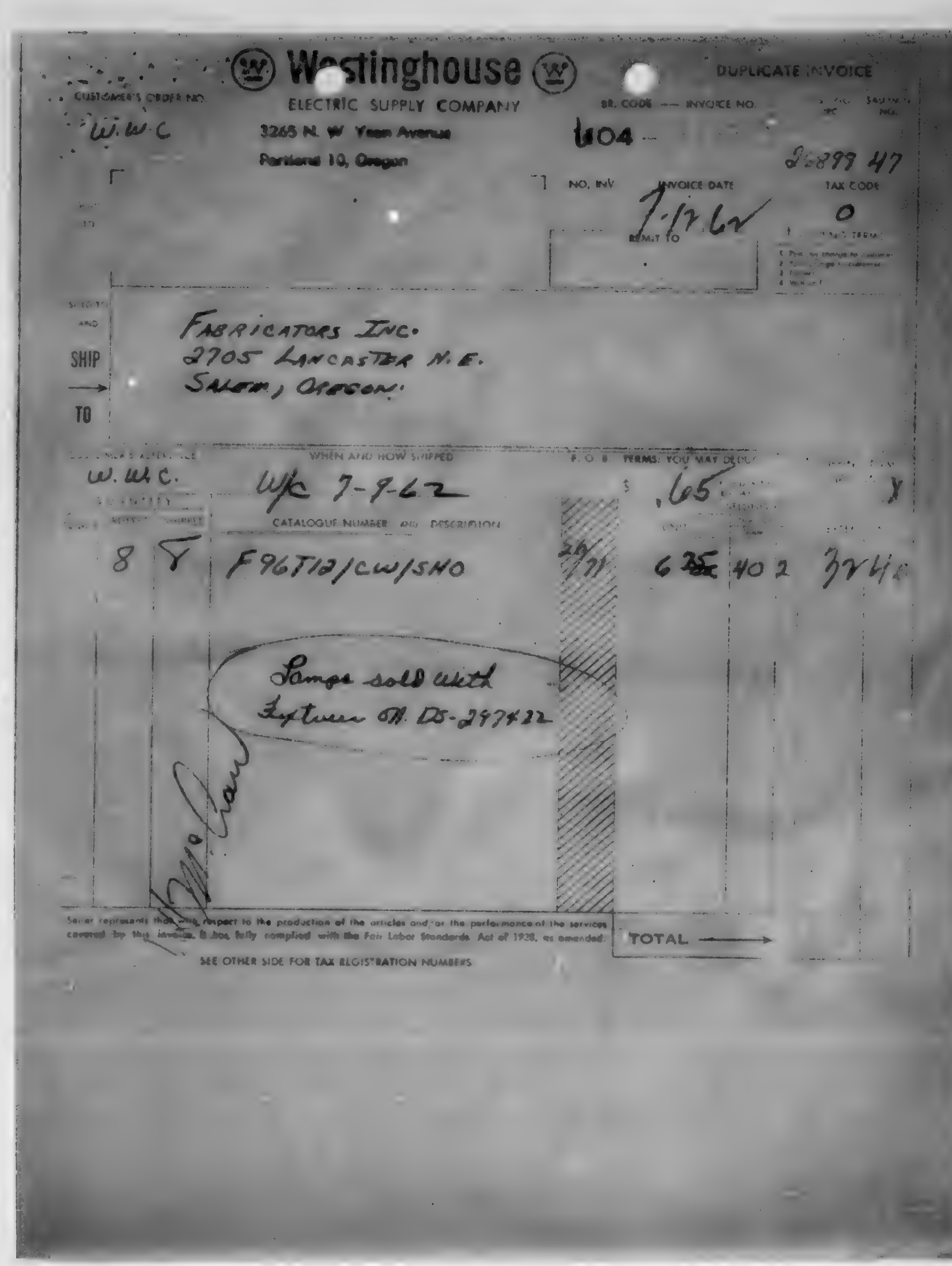
SUBJECT TO THE STANDARD CONDITIONS PRINTED ON THE REVERSE SIDE OF THIS FORM AND WHICH ARE A PART HEREOF. THE SELLER AFFIRMS THAT TO THE BEST OF ITS KNOWLEDGE, INFORMATION AND BELIEF, THE PRICES QUOTED HEREIN DO NOT EXCEED ANY APPLICABLE CEILING PRICE ESTABLISHED BY LAW.

WE HOPE WE SHALL BE FAVORED WITH YOUR ORDER AND ASSURE YOU OF OUR PROMPT ATTENTION.

Westinghouse Electric Supply Company

F. O. B.

PER



Westinghouse
ELECTRIC SUPPLY COMPANY
3265 N. W. Yeon Avenue
Portland 10, Oregon

DUPLICATE INVOICE

CUSTOMER'S ORDER NO. W.W.C

BR. CODE — INVOICE NO. 604 — 26899 47

NO. INV

INVOICE DATE 7.17.62

TAX CODE 0

REMIT TO

SHIP TO
FABRICATORS INC.
2705 LANCASTER N.E.
SALEM, OREGON.

CUSTOMER'S REFERENCE W.W.C.

WHEN AND HOW SHIPPED W/C 7-9-62

F. O. B. TERMS: YOU MAY DEDU[illegible] $ .65

QUANTITY		CATALOGUE NUMBER AND DESCRIPTION		UNIT		
8	8	F96T12/CW/SHO	24/71	6 ~~25~~	40 2	3246

Lamps sold with
Fixtures OR. DS-29732

Seller represents that with respect to the production of the articles and/or the performance of the services covered by this invoice, it has fully complied with the Fair Labor Standards Act of 1938, as amended.

TOTAL →

SEE OTHER SIDE FOR TAX REGISTRATION NUMBERS

Westinghouse
ELECTRIC SUPPLY COMPANY
3265 N. W. Yeon Avenue
Portland 10, Oregon

DUPLICATE INVOICE

CUSTOMER'S ORDER NO.

INVOICE NO. B 604

26899

INVOICE DATE 8-14-62

SHIP TO

Fabricators Inc
2705 Lancaster N.E.
Salem, Oregon

(Caldock Freeway Job)

REMIT TO

Roy Houck & Son Inc.
1585 NE 20
Salem, Oregon

TERMS

Firm [illegible]

$ 1.30

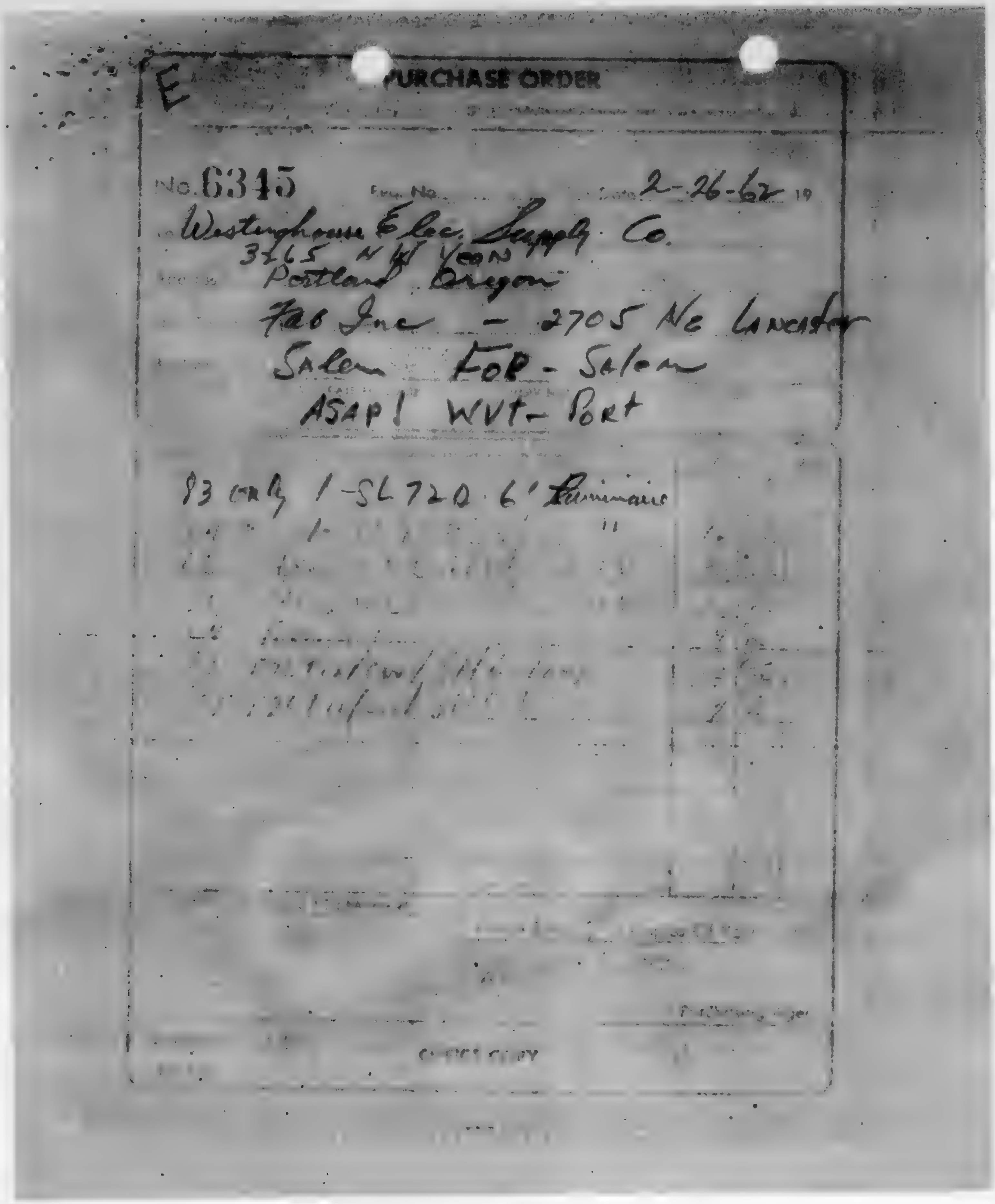
CATALOGUE NUMBER AND DESCRIPTION

2	2	YSC 252000 WP Caldock 220	4½	32.50/ea	2 65 00
		[illegible]			5.43
					2.76
		P.G.			
					3 14

[illegible] respect to the production of the articles and [illegible] is fully complied with the Fair Labor Standards Act of 1938, [illegible]

TOTAL ———→

SEE OTHER SIDE FOR TAX REGISTRATION NUMBERS.



E

PURCHASE ORDER

No. 6345 Date 2-26-62 19

Westinghouse Elec. Supply Co.
3265 N W Yeon
Portland Oregon

Fab Inc – 2705 NE Lancaster
Salem FOB – Salem
ASAP! WVT – Port

83 only 1-SL720 6' Luminaire

[illegible]

Purchasing Agent

OFFICE COPY

WESTINGHOUSE

floodlighting

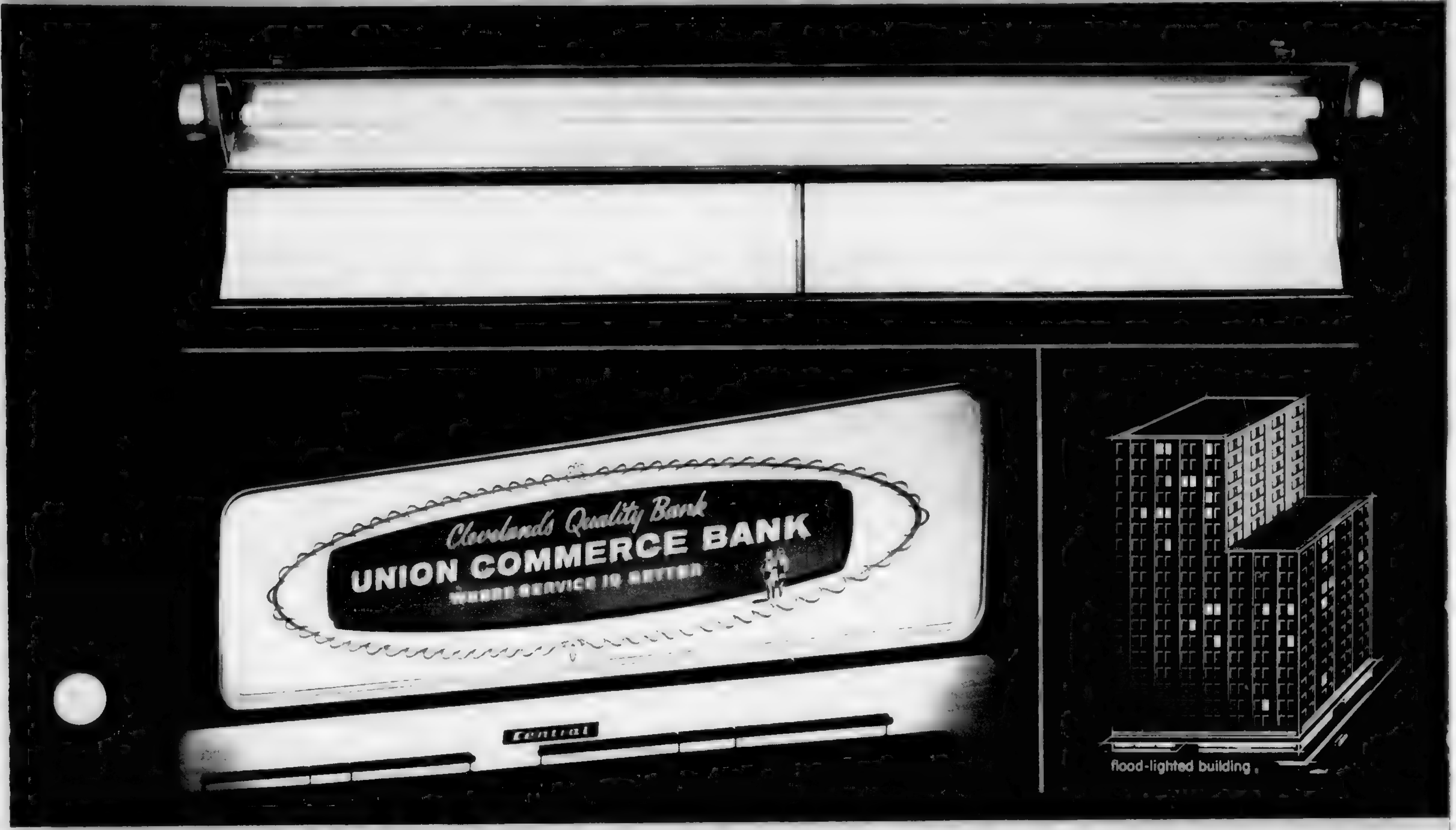
Sataliner

sign and building floodlight

type 1-SL • fluorescent
800 ma, 1000 ma, or 1500 ma rapid start lamp

descriptive bulletin

61-350-11



flood-lighted building

The Sataliner fluorescent floodlight is designed for lighting outdoor advertising signs, building fronts, dock and loading areas, service stations, underpasses, and highway signs.

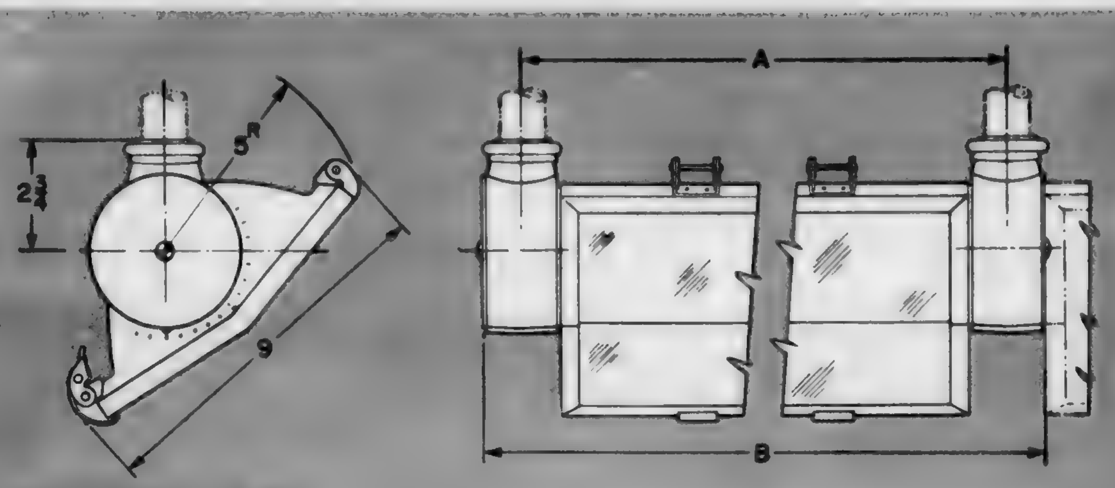
- maximum utilization of light means more light
- new reflector design with specular finish provides unequaled uniformity
- exclusive "Sign-Pak" unit packages for signboards
- new socket improves lamp performance
- units may be mounted end-to-end; continuous rows
- top or bottom mounting
- simple aiming adjustment
- weather-proofed against dust and water
- in-line or remote ballasts
- wireway cuts installation costs
- listed by Underwriters' Laboratories, Inc.

PC # 6305
[illegible] Feb 1962

a.i.a. file number 31-F-22

April, 1959

type 1-SL



type	A	B
1-SL-48	50 1/4	52 1/4
1-SL-72	74 1/4	76 1/4
1-SL-96	98 1/4	100 1/4

description

Type 1-SL floodlight consists essentially of a reflector, socket supports and mounting hubs; combined so the reflector can easily be adjusted through a total aiming angle of 140 degrees. A screwdriver is the only tool required for aiming. This can be done in the shop or during installation.

Top or bottom mounting can be used to meet job requirements. When aimed up, a door assembly is required. This door, with its sponge neoprene gasket, assures weatherproofing which means more maintained light on your board with fewer cleanings. In addition, luminaire output is more uniform over a wide range of temperatures.

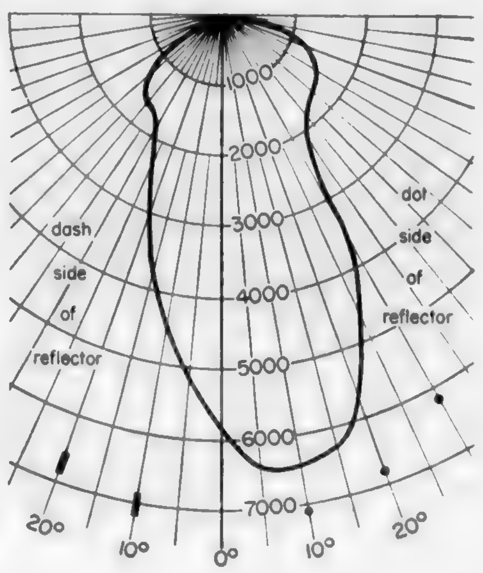
Flexibility in component design allows single or continuous row mounting. An integral wireway is available which eliminates the need for extra conduit and wire. This saves on wiring and installation time. A pair of fixtures can be wired from either end.

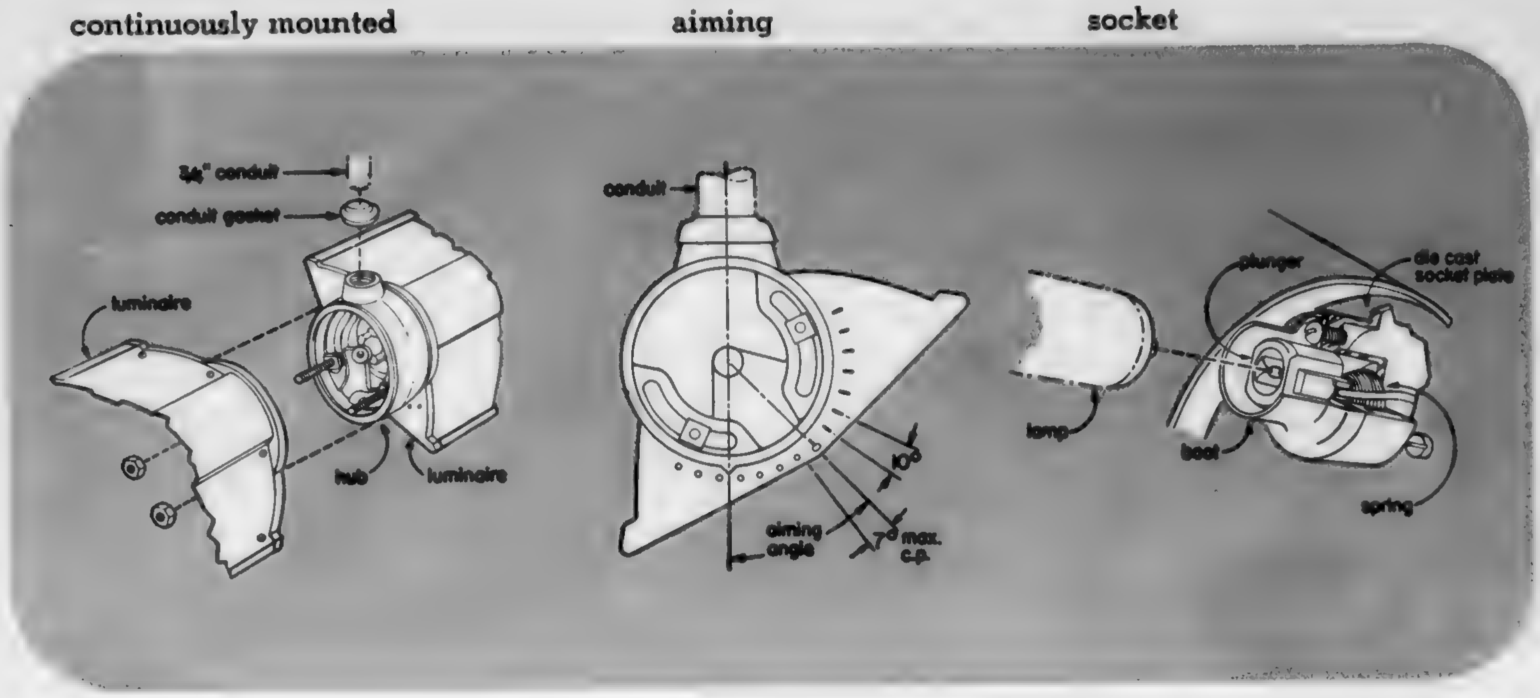
design features

reflector

An asymmetric specular reflector design provides a high level of illumination of unmatched uniformity. The reflector is formed from aluminum sheet to which is firmly bonded a metalized, weather-resistant, Mylar coating. This Mylar reflecting surface outperforms most common reflector materials in both durability and light control. It is easily cleaned with a mild detergent and water.

candlepower distribution (F-72-T12 CW/SHO lamp)




continuously mounted aiming socket

mounting

Mounting hubs are designed to accept a standard ¾-inch conduit and are held to the socket plates by two, ¼-inch bolts. This arrangement permits single or continuous row mounting. A screwdriver is the only tool needed to adjust Sataliner aiming. A pointer (on the hub) and a graduated dial (on the socket plate) provides a method of accurate aiming, before or after installation. Pre-aiming on the ground or in the shop, means a savings in time.

socket-plate

The socket-plate is die-cast from aluminum. It provides a support for the socket; closes off each end of the reflector; adds to luminaire rigidity and has a dot-dash graduated aiming dial.

sockets

Revolutionary plunger-type sockets accept any recessed, double-contact base fluorescent lamp. Each socket has twelve-inch leads, welded directly to silver-plated socket contacts, thus preventing the stainless steel spring from carrying lamp current. This, combined with increased spring pressure, reduces contact resistance to a minimum for better lamp performance.

A neoprene boot surrounds each socket, providing a weatherproof socket and lamp base junction. Boots to fit T-12 diameter lamps are supplied as standard; however, T-17 diameter boots are available if specified. See ordering information.

integral wireway

An extruded (16 gauge) aluminum wireway is an optional feature that permits wiring a pair of fixtures from either end and eliminates the need for connecting conduit. This wireway is contoured to fit on the back of the reflector and blends into the fixture design (wireway opening is equivalent in area to 1-inch conduit).

door assembly

The door assembly may be hinged from either side of the reflector to best suit installation requirements. The door consists of a clear acrylic plastic cover, stainless steel frame (with latches) and a sponge neoprene gasket. When the door is closed, the gasket is compressed between the reflector and plastic cover, providing a weatherproof seal against entry of foreign matter. In addition to sealing, the door assembly allows Sataliners to maintain efficiency at cold temperatures. (Refer to page 4.)

listing

Sataliner luminaires are listed by Underwriters' Laboratories, Inc.

lamps

Any T-12 or T-17 recessed double-contact base lamp (800, 1000, or 1500 ma) can be used (4-, 6-, and 8-foot lengths).

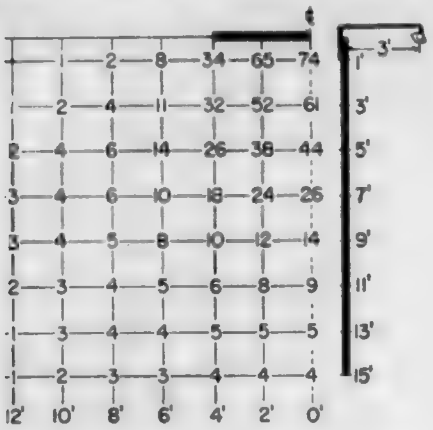
ballasts

A wide selection of Westinghouse fluorescent ballasts are available for indoor or outdoor applications.

Sataliner
sign and building floodlight

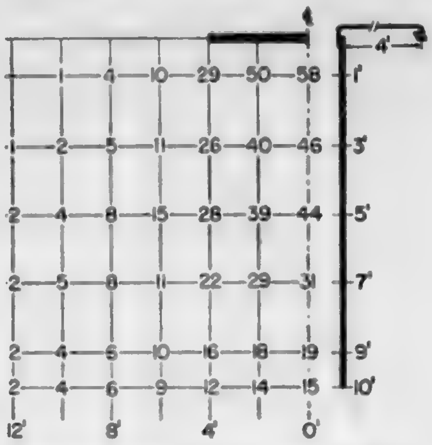
flood-lighting a vertical surface type 1-SL96

open floodlight with F96T12/CW/SHO, 1500 ma, 13250 lumen fluorescent lamp



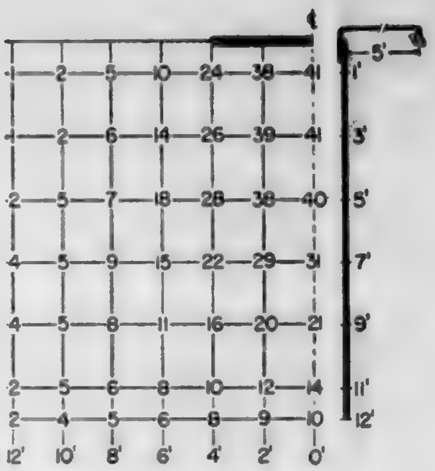
ambient temperature 77°F, aimed 20°-dots measured footcandles

chart no. 433929



ambient temperature 77°F, aimed 25°-dots measured footcandles

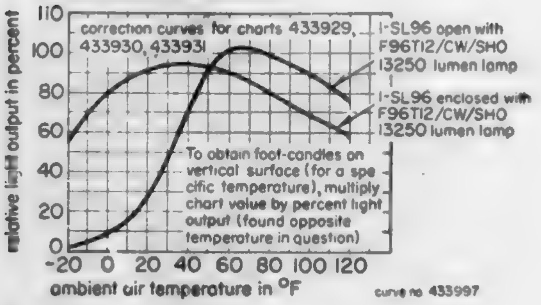
chart no. 433930



ambient temperature 77°F, aimed 30°- dots measured footcandles

chart no. 433931

light output vs. temperature



curve no. 433997

Sign-Pak

Completely prewired, preassembled luminaires are available to meet specific requirements. Sign-Paks consist of two reflector assemblies, in-line ballast compartment (with ballast) and extra-long line leads. For installation, simply attach conduit arms, mount and connect two line leads.

Sign-Paks are available on negotiation only.

For top-of-board mounting, reflectors are supplied with or without weatherproof covers. For bottom mounting, weatherproof covers are required.

how to order individual components

When ordering, specify lamp diameter: T-12 or T-17.
Complete Sign-Pak assemblies available on negotiation only.

order as: type① (specify lamp diameter)	length feet	description	will be shipped as:			net wt lbs
			style number (T-12 lamp)	style number (T-17 lamp)	no. per ctn	
②TK	.	termination kit. . . .	464 D379 G01	464 D379 G01	1	0.8
1-SL48	4	extension fixture.	464 D379 G14	464 D379 G02	2	5.2
1-SL72	6	extension fixture	464 D379 G15	464 D379 G03	2	6.8
1-SL96	8	extension fixture.	464 D379 G16	464 D379 G04	2	8.4
1-SL48D	4	extension with. . . .	464 D379 G14	464 D379 G02	2	. .
		door assembly . . .	464 D379 G20	464 D379 G20	2	3.5
1-SL72D	6	extension with. . .	464 D379 G15	464 D379 G03	2	
		door assembly	464 D379 G21	464 D379 G21	2	5.0
1-SL96D	8	extension with. . . .	464 D379 G16	464 D379 G04	2	
		door assembly. . .	464 D379 G22	464 D379 G22	2	6.5
1-SL48W	4	extension with wireway.	464 D379 G17	464 D379 G05	2	6.6
1-SL72W	6	extension with wireway.	464 D379 G18	464 D379 G06	2	8.9
1-SL96W	8	extension with wireway.	464 D379 G19	464 D379 G07	2	11.2
1-SL48DW	4	extension with wireway and. . .	464 D379 G17	464 D379 G05	2	. .
		door assembly. . .	464 D379 G20	464 D379 G20	2	. .
1-SL72DW	6	extension with wireway and. . . .	464 D379 G18	464 D379 G06	2	. .
		door assembly. . .	464 D379 G21	464 D379 G21	2	. .
1-SL96DW	8	extension with wireway and. . .	464 D379 G19	464 D379 G07	2	.
		door assembly. . .	464 D379 G22	464 D379 G22	2	. . .
replacement parts						
	4	plastic cover with gasket.	320 C647 G04	320 C647 G04	.	. . .
. . . .	6	plastic cover with gasket.	320 C647 G05	320 C647 G05	.	. . .
. . . .	8	plastic cover with gasket. .	320 C647 G06	320 C647 G06	.	. . .
. . . .	.	socket assembly. . .	143 A815 H01	143 A815 H01	.	. . .
. . . .	.	boot assembly (T-12).	468 B221 G01	. . . .	.	. . .
. . . .	.	boot assembly (T-17)	. . . .	468 B221 G02	.	. . .

① Ballasts and lamps are not included; order separately.

② A termination kit, consisting of one conduit hub, two end-plates and hardware is necessary to close off the end of each row of units. Order separately by type and style number.

Westinghouse Electric Corporation
lighting division: Edgewater Park • Cleveland, Ohio
printed in U.S.A.

new information
mailed to: E/LS; D67-8C; CIFH; DAK

RECEIVED
JUN 5 - 1963

FOR FILING

5762

(69)

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 17, 1963

SUBJECT: Liquidated Damage Claim
SW Lowell St.-SW 11th Ave. Unit
Contract #5762

To Mr. F. H. Klaboe
Metropolitan Engineer
DEPARTMENT

This letter is to serve as a formal report on activities concerning a sequence of events involving sign illumination equipment for the above mentioned contract.

The writer's official capacity with the department at the time of contract award on this project was Traffic Operations Engineer. Plans and specifications for the signing portion of this project were prepared under my direct supervision.

Some time prior to the award of this project, it had been determined mathematically from published photometric curves and empirically from metered tests that at least two commercially available sign luminaires did meet the performance as specified in the special provisions for contract No. 5762.

During January of 1962, representatives of Fabricators Incorporated, Mr. Reynolds of the Oregon State Highway Department Materials Testing Laboratory and Mr. Merle Bailey (an employee under my supervision) inspected a sign luminaire at the Lab on which no photometric data was currently available. This inspection consisted of a visual examination of materials and construction used in the lunimaire. The luminaire was also placed on the floor of a dark room, the lamps turned on and some readings taken from the luminaire with a footcandle meter. This was in no manner an acceptable official test. Fabricators Incorporated were so advised.

At this time and repeatedly thereafter, Mr. Roy L. Houck made the statement that no sign luminaire commercially available would meet the specifications. Mr. Houck was informed both then and later that this statement was not true.

A subsequent meeting in the construction engineer's office took place during February 1962 involving Fabricators Incorporated, representatives of the Construction Division, and the writer. The primary purpose of Fabricators Incorporated in requesting this conference was to obtain an unqualified, blanket approval for a sign luminaire to use on Contract No. 5762 and all future contracts. This was not given. An informational copy of a letter of approval on a Westinghouse sign luminaire from the Oregon State Highway Department to the Westinghouse Corporation was given to Fabricators Incorporated at this time.

It should be emphasized that to the writer's knowledge, no official proposal concerning the type of sign illumination equipment or material proposed for use was ever submitted to the resident engineer on the project.

NOTED
LLOYD P. SHAW

Certainly adequate time existed for advance planning and submitting an official proposal, and material ordering on this project since approximately two years elapsed between contract award and the erection of the overhead sign structures.

L. E. George

L. E. George
Sign Engineer

LEG:nk

cc Lloyd Shaw ✓
F. D. Morgan
F. B. Crandall
W. E. Maltby

RECEIVED
APR 18 1963
OFFICE OF
STATE HIGHWAY ENGINEER

477 Cottage Street N.E.
Salem, Oregon

April 8, 1963

Mr. Forrest Cooper
State Highway Engineer
Salem, Oregon

A. W. Parsons, Division Engineer
Salem, Oregon

Oregon Projects I-5-6(5)298 and I-5-6(19)295
S.W. Lowell St.-S.W. 11th Ave. Unit
Pacific Highway
Contractor's Claim

Mr. Decker's March 28, 1963 letter transmitted a copy of Mr. Klaboe's March 22, 1963 letter in reference to the claim of Roy L. Houck Sons' Corporation. Our concurrence in the settlement of claims two and three was requested therein.

Claim one was for the return of assessed liquidated damages in the total amount of $5,250. You advise that the contractor will present further written evidence to support his request for an increase in time. We will hold our comments and decision on this claim until receipt of the additional written evidence.

Claim two was for the cost of additional liability insurance, required as a result of working under traffic, in the total amount of $938.63. We agree that it is appropriate to reimburse the contractor for any additional liability insurance required as a result of having to work under traffic which was not originally contemplated at the time that he submitted his bid. Before we can concur in the payment of this claim, however, we wish to be advised that you have assured yourselves that the amount claimed is the actual increase in premium cost due only to allowing traffic to use the project.

Claim three was for a loss of efficiency for working under traffic. This was in an undetermined amount but somewhere in the neighborhood of $9,000. You advise that, through negotiation, you have arrived at $7,967.80 as the amount of the settlement for this claim. This amount was determined by taking 10 percent of the value of the work remaining to be performed after the highway was opened to traffic. No support of the 10 percent was offered other than the fact that it was your estimate and that you were able to persuade the contractor to accept it rather than his estimate of 20 percent.

Original To Young
cc Morgan
4-12-63

NOTED
LLOYD P. SH N

In view of the fact that no acceptable support was submitted for claim three, we cannot concur in any settlement at this time. There is no basis for arriving at a percentage as the loss of efficiency under traffic, and we do not wish to establish a precedent in this matter. We do believe, however, that the contractor may be entitled to some relief in this matter. It is suggested that adequate information be submitted to support the claim. This supporting information should include the resident engineer's finding of fact and analysis of the contractor's operation under traffic.

RECEIVED
[illegible] 0 1963
OFFICE OF
STATE HIGHWAY ENGINEER

FORM E-129X 30M 6-62

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

March 28, 1963

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage Street, N. E.
Salem, Oregon

Re: Houck Claims
S.W. Lowell St.-S.W. 11th Ave. Unit
Pacific Highway
Projects: I-5-6(19)295 & I-5-6(5)298

Dear Sir:

As a result of a series of meetings with the Roy L. Houck Sons' Corporation, contractor on this project, we have arrived at a firm figure at which to settle two of the claims made by the contractor. These claims arose from the fact that we allowed traffic to use the new route prior to the completion of all portions of the contract project.

As reported in Mr. Cooper's letter to your office on November 27, 1961, this opening saved the road users an estimated $185,000 as well as relieved the heavy conjestion of traffic on Barbur Boulevard.

A full report on the amount and manner of arriving at the proposed settlement was made by Mr. Klaboe, our Metropolitan Engineer, and we are enclosing a copy of his letter rather than reiterating its contents. Our recommendations for a settlement are coincident with his.

With your concurrence in the settlement of the two claims in this manner, we will prepare and process a Price Agreement in the amount of $8,926.43. Your concurrence is requested.

Very truly yours,

F. D. Morgan
Construction Engineer

By

G. L. Decker
Assistant Construction Engineer

CHB:bjh
Attachment

cc: L. P. Shaw (w/copy of Klaboe letter)

RECEIVED
MAR 29 1963
OFFICE OF
STATE HIGHWAY ENGINEER

FORM E-30 50M 11-61 40230

CONSTRUCTION DIVISION

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Portland 13, Oregon
March 22, 1963

SUBJECT: Roy L. Houck Sons' Claims
S.W. Lowell-S.W. 11th Ave. Unit
Harbor Drive-Tigard Inch. Sec.
Pacific Highway
Contract: 5762

To: Mr. F. D. Morgan
Construction Engineer
State Highway Building
Salem 10, Oregon

You will recall that about a month ago a meeting was held in your office with the prime contractor, Resident Engineer and other Highway personnel concerning the claims on this project. At that time the contractor stated that he had three claims. Claim 1 was for the return of assessed liquidated damages in the total amount of $5,250. Claim 2 was for the cost of additional liability insurance, required as a result of working under traffic, in the total amount of $958.63. Claim 3 was for a loss of efficiency for working under traffic in an undetermined amount, but somewhere in the neighborhood of $9,000.

No decision was made relative to the settlement of these claims during this meeting. We were instructed to hold additional conferences with the contractor and to attempt to come up with a firm figure and recommend a basis for settlement.

On March 15 such a conference was held. After much discussion and after weighing all the evidence submitted by the contractor in support of his claims, we arrived at what we feel is a fair settlement to both the contractor and to the State.

1. No clear-cut decision was reached concerning the assessment of the liquidated damages due to the fact that we cannot prove to ourselves the validity of the contractor's reasons for requesting extra time. In connection with this matter, the contractor will present the State with further written evidence to support his contention for an increase in time.

2. The liability insurance policy was considered to be a valid claim and it is recommended that we pay the total amount.

3. The third part of the contractor's claim, loss of efficiency under traffic, was supported to some extent by yellow time cards submitted to the Resident Engineer during the progress of the work. We have very carefully reviewed these cards and could establish that many of them were justifiable; however, some fell in the category of being difficult to properly document. The contractor also stated that the claims covered by the

time cards were, in his opinion, very conservative, that if he were to recheck his books looking for every little thing, the total amount would substantially increase. He offered to compromise this portion of the claim on a percentage figure of the total contract work remaining after the highway was opened to traffic.

In establishing a figure to be used for the compromise of claim number three, certain criteria were agreed upon.

(a) All work remaining was considered to be the prime contractor's work, and none of the subcontractor's operations were considered separately.

(b) The contractor agreed that the work performed in laying the remaining asphaltic concrete was not substantially hindered by traffic and the value of this work performed after the opening could be subtracted from the total amount of work left at that time.

(c) The contractor also agreed that the vast majority of the remaining sign work was not substantially interferred with by traffic. Under the circumstances, he has only requested that we consider $7,649.00 out of the remaining $194,271.10 of sign work. The $7,649.00 figure represents the value of only the 11 type "A" signs erected subsequent to the opening.

(d) A study of the estimates will also show that prior to the opening of the highway to traffic, the contractor had been overpaid for Embankment in Place an approximate amount of $7,000. This acted further to reduce the difference between the estimate just prior to the opening and the semi-final estimate.

Therefore, we believe a fair value to be considered as representing the remaining work after the highway was opened to traffic is $79,677.95. The contractor claimed that he should be allowed 20 percent of this amount for loss of efficiency. After much discussion, he agreed to our estimate in the amount of 10 percent. In other words, he will accept as settlement for claim three, 10 percent of the $79,677.95, or $7,967.80.

In conclusion, we have not managed to arrive at a settlement of all three claims. However, it is the recommendation of this office that the State Highway Department and the Bureau of Public Roads accept settlement of claim 2 in the total amount of $958.63, and of claim 3 in the total amount of $7,967.80, for a total amount of $8,926.43. We recommend also that the settlement of these two claims be made prior to any further action being taken on the liquidated damage claim.

If you agree with our analysis, please advise and we will draw up a Price Agreement for the contractor to sign which will state that it represents total settlement of all claims against the State by the contractor (or any subcontractors) except for the claim of a reduction in liquidated damages.

A copy of Resident Engineer Maltby's entire analysis along with the insurance company's bill (substantiating claim 2) is enclosed.

F. B. Klaboe
Metropolitan Engineer

FBK:sb cc: William Maltby

Assign 69

ROY L. HOUCK SONS' CORPORATION
HEAVY CONSTRUCTION CONTRACTING
1585 20th STREET N. E.
SALEM, OREGON
JUstice 1-1398

March 18, 1963

L. P. Shaw
Assistant Construction Engineer
Oregon State Highway Department
Salem, Oregon

Re: S. W. Lowell - S. W. 11th
Contract #5762

Dear Sir:

The following information are events leading to the completion delay on this project and thereby causing our request for an additional 21 days to be added to the 180 days allotted to this project.

For reasons previously written and submitted, information pertaining to traffic delaying the completion of this project is intentionally withheld. This letter is therefore directed at the signing portions of this project only.

HENCE:

In January, 1962, Richard Tuttle, bookkeeper for Fabricators Incorporated, Harold Widner, Shop Foreman, Roy Houck, Sr., Bob Randles, Inspector of Signs from the Oregon State Highway Department and James Miller from Eoff Electric Co., took a light fixture to the Oregon State Highway Labratory to see if any fixture could pass the specification as written in our contract. It was unofficially determined that no fixture made could produce the required light on the face of the sign to fit the contract specifications.

It was determined that the required number of lamps, spacing and Luman rating, could not produce the required minimum 25 foot Lamberts on the face of the sign with the mounting bracket as required at the angle necessary. Reference: page 60, in the "Special Provisions - S. W. Lowell Street - S. W. 11th Avenue, State Contract #5762", Oregon State Highway Department.

During January, 1962, with James Miller from Eoff Electric Co., we asked Bud George, Bridge Department, and Merl Bayley, Oregon State Highway Department Assistant, to come to an agreement on an acceptable fixture for sign bridges on this project.

Advanced verbal questions pertaining to the above problem were made in 1961 with no satisfaction.

The fixtures in question are presented in a letter dated April 28, 1961 from Mr. Paxson ("A" attached) to the Westinghouse Co. We asked for a clarification of the term "future usage" to be established for this contract. They would give no clarification or satisfaction on this subject.

On February 14, 1962, we were of the impression that we could have the delivery from Westinghouse Co. in 28 to 35 days, ("B" attached) however, a letter dated February 23, 1962 ("C" attached) established delivery approximately 77 days and forced a meeting of minds which was explicitly expressed as very essential.

The Conference was held on February 26, 1962 and confirmed by letter February 27, 1962, ("D" attached) supposedly accepting this type light fixture and a Purchase Order was issued to Westinghouse Co. immediately. (PO #6345 dated Feb. 26, 1962, Fabricators Incorporated) ("E" attached). On March 2, 1962 ("F" attached) a letter was received stating we were incorrect on our assumption and declaring an unsettled situation still existed.

During this period between March 2, 1962 and March 15, 1962 several conversations between Fabricators Incorporated and the Oregon State Highway Department took place, involving Messrs. L. P. Shaw, Alfred A. Reas, Ass't. Metropolitan Engineer, Frank Morgan, G. S. Paxson, B. George, Will Maltby and Merl Bayley to try and establish who would or could except ANY fixture for use on this project under Contract #5762.

We had ordered the light fixtures and were about to cancel our order with Westinghouse Co., when a letter from John Hagedorn, Resident Engineer, Job #5812, Rice Hill, was received accepting the Westinghouse Co. fixture, March 15, 1962, ("G" attached).

On March 18, 1962 a letter of acceptance from the Metropolitan Division was received)letter dated March 16, 1962 - "H" attached). The last portion of the order from the Westinghouse Co. was received on July 23, 1962 ("I" attached).

TO SUMMARIZE:

A full 60 days were necessary to establish the acceptance of a light fixture which would be acceptable to the State of Oregon as well as an additional materials delay from the supplier of which we had no control. The lack of materials delayed us from February 26, 1962 (PO #6345, Feb. 26, 1962) to July 23, 1962 (last order shipped) or 158 days. This caused a total overlap of time from the commencement of negotiations to the actual last day of which we received material, to 187 days; far too many days to expect a job completion before the allotted time ran out.

Very truly yours,

ROY L. HOUCK SONS' CORPORATION

James E. Houck

Secretary - Treasurer

JEH:mb
Attached: 9 copies

RECEIVED
MAR 14 1963

FOR FILING

477 Cottage Street N.E.
Salem, Oregon

March 7, 1963

Mr. Forrest Cooper
State Highway Engineer
Salem, Oregon

08-35.2-0 A. W. Parsons, Division Engineer
Salem, Oregon

Oregon Projects I-5-6(5)298 and I-5-6(19)295
S.W. Lowell St. - 11th Ave. Unit
Portland General Electric Company Utility Adjustment

Mr. Litchfield's February 14 letter furnished copies of your Staff Attorney's February 6, 1963 opinion regarding the legality of your reimbursing the Portland General Electric Company for moving three poles in accordance with plans furnished on January 3, 1963. Actually the facilities being considered for adjustment are within the access control lines. However, the opinion satisfies our needs assuming that no permit has been issued and accepted by the company stipulating that the future relocations would be made at its sole cost upon request by State. If such a permit has not been issued, you may now undertake the adjustment in accordance with our January 15, 1963 memorandum.

RECEIVED
MAR 8 1963
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
LLOYD P. SHAW

original To Young
copy To Morgan
3-13-63

RECEIVED
APR 9 - 1963

FOR FILING

[illegible]

5762

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 18, 1963

To: MEMO TO THE FILES

SUBJECT: Roy L. Houck Sons' Corp.
Claims on Contracts 5478,
5592, 5762 and 5834

On February 13 a meeting was held in the Construction Engineer's office for the purpose of discussing contractor's claims on the four subject named projects. The following were in attendance:

For Contractor	For State
Roy L. Houck Sr.	Lloyd Shaw
Roy L. Houck, Jr.	F. D. Morgan
Carlos (Cub) Houck	L. R. Chandler
James Houck	R. D. Asburry
Orville Thompson	Fred Klaboe
	A. H. Johansen
	A. V. Benedict
	H. N. Hoover
	W. E. Maltby
	G. L. Decker

Contract No. 5478 - Halsey Interchange-Lane County Line
Pacific Highway

On March 5, 1962, a previous meeting with the contractor was held to discuss the four separate items in this claim. By letter of May 2, 1962, a basis for settlement was offered the contractor, with no allowance for claim 2, cost of bringing stockpiled rock to Oregon State Highway standards. 946 cubic yards of rock are involved. The contractor, in the present meeting, agreed to a deduction of 50 cents per cu. yd. (what he sold it for) from the costs, and it was agreed to process the claim on this basis. Contractor to furnish specific data for check.

NOTED
LLOYD P. SHAW

Contract No. 5592 - McKenzie River-Willamette River
Pacific Highway

This claim as originally submitted in the spring of 1962 consisted of 21 items, including $10,500.00 for liquidated damages. In this meeting the contractor pointed out that the rather elaborate detail was to bring forth the added difficulties of working under traffic (section opened to traffic November 10, 1960, before completion). In actual added costs, it was the contractor's contention this amounted to approximately 10% of all unfinished work, including cost of materials. Previous recommendations had been to reject the claim in its entirety for the lack of common grounds for determination of settlement. The contractor was advised the reaction of the Commission would be required before any further action.

Contract No. 5762 - S.W. Lowell St.-S.W. 11th Ave. Unit
Pacific Highway

This project was also opened to traffic before completion. A claim has been submitted by the contractor and he has verbally stated more will follow. Complete analysis will wait until all claims are in. A considerable difference of opinion developed regarding actual increases of travel time for construction equipment as a result of opening this section to traffic. Resident Engineer Maltby and Jim Houck are to resolve this by actual trips together over the questioned routes. In addition, to effected cost from traffic the contractor will ask for relief from 21 days liquidated damages ($5,250.00) and the extra cost of Public Liability Insurance.

Contract No. 5834 - Evans Creek-Rock Point
Pacific Highway

Claim here is for relief from liquidated damages. Contractor had planned to place guardrail ahead of surfacing in effort to avoid liquidated damages. Subcontractor (R & M), because of strike, was unable to accomplish this. Division is to check all circumstances surrounding strike, particularly how long it actually took for R & M to reorganize. Upon receipt of Division report, some recommendation will be made on this claim.

The contractor has expressed his intent to seek court settlement on all four projects providing other negotiations fail.

G. L. Decker
Assistant Construction Engineer

GLD:bjh

cc: Lloyd P. Shaw
L. R. Chandler
Fred Klaboe
R. D. Asburry
Alan Johansen (Legal)

RECEIVED
FEB 19 1963
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
FEB 18 1963

FOR FILING

I-5-6(17)295

[illegible]

February 15, 1963

Oregon State Highway Commission

Gentlemen:

Work was completed December 10, 1962, on Contract 5762. The contract was with Roy L. Houck Sons' Corporation and was for paving and signing on the S. W. Lowell Street-S. W. 11th Avenue Unit, Harbor Drive-Washington County Line Section of the Pacific Highway in Multnomah County.

As the contractor has completed all work according to specifications, I recommend that you accept the project effective February 13, 1963, and that you concur in this procedure at the Commission meeting on March 14.

It is assumed that if you have no objections to this action, and you do not advise me to the contrary, I may consider the matter has your approval.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc Floyd Query
R. L. Porter
Lloyd P. Shaw
Victor D. Wolfe
L. H. Young
F. D. Morgan
C. H. Maison

LPS:ajw bbc

9

RECEIVED
FEB 18 1963
FOR FILING

GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

I-5-6(19)295

5162

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

February 14, 1963

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage Street, N. E.
Salem, Oregon

Re: Power Line Relocation
Lowell St.-11th Avenue Unit, Harbor Drive-Washington County Line Section
Pacific Highway - Multnomah County
Projects: I-5-6(5)298 and I-5-6(19)295

Dear Sir:

This is in reply to your letter of January 21, 1963, concerning this subject, in which you questioned the legality of the States reimbursing the utility for this second move.

Attached you will find two copies of our Staff Attorney's opinion concerning this work. Please advise if more information is necessary.

Very truly yours,

F. D. Morgan
Construction Engineer

By ORIGINAL SIGNED BY
T. W. LITCHFIELD

T. W. Litchfield
Utilities Liaison Engineer

NOTED
LLOYD P. SHAW

TWL:bjh
Attachments
cc: Lloyd P. Shaw ✓
L. H. Young
C. H. Maison
F. B. Klaboe
W. B. Maltby
B. P. Huntley

RECEIVED
FEB 15 1963
OFFICE OF
STATE HIGHWAY ENGINEER

FORM E-90 50M 11-61 40290

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

CONSTRUCTION DIVISION
RECEIVED
FEB 7 1963

Salem, Oregon
February 6, 1963

SUBJECT: Opinion:
Adjustment Liability
Power Line Relocation
Lowell St.-11th Avenue Unit
Harbor Dr. Washington County Line Sec.
Pacific Highway - Multnomah County
Projects: I-5-6(5)298
I-5-6(19)295

To: Mr. Ted Litchfield
Utilities Liaison Engineer
Office

It is regrettable that Mr. Parsons in his letter of January 21, 1963, did not cite any grounds for raising the question of State's liability of reimbursing the utility company for the adjustment of its facilities between Stations 244 and 255. If such grounds were stated we then would know what confronts us.

It is elementary in the extreme that when the State acts in these matters under its constitutionally derived police powers, that the exercise of such powers must be tempered with reasonable discretion. A further basic requirement in the dealings of the State with the public is that when there is a "taking" of private property for a public use, "just compensation" must be granted by the State to the member of the public whose property has been so taken.

Even a cursory reading of paragraph III of the agreement of April 29, 1911, between Portland Railway Light & Power Co., predecessor in interest of Portland General Electric Co., and Oregon Electric Railway, predecessor in interest of the State of Oregon, reveals that State has no contractual basis for demanding this present move to be made by Portland General Electric at its sole cost. Nor has there been a failure of consideration shown to abrogate the Utility's easement within the railway right of way.

Therefore, it must be recognized that the utility has, and had, a valid, existing easement at the time of State's taking the area for Freeway right of way purposes. No one alleges that the Utility's easement was either condemned or purchased. The Utility, to be made whole, must be furnished, at no cost to it, a new right of way easement outside the highway right of way lines or it must be paid for the value of its easement obtained by the agreement of April 29, 1911. We will not here speculate upon what that value might be.

By statute, ORS 758.010, the Utility has a right to erect its poles within the public road right of way so that it was given nothing that it did not already possess when State proposed to locate said facilities within the highway right of way but outside the access control lines within such right of way. Even if the Utility placed its poles in the suggested locations under permit from the Highway Commission, any requirement contained therein, to the effect that the Utility must subsequently move at its own cost, could not be enforced since State has "taken" the Utility's easement and has not given "just compensation" therefor.

This same question arose recently in connection with the relocation costs of the Yoncalla Telephone Co. The move was a second relocation of lines originally located on private easements (which were not obtained by State) and which had been placed within the highway right of way upon a realignment of the highway and under State Highway Permit. It was our opinion that the State is liable to reimburse the telephone company for its costs of making the required adjustments.

It is our opinion that the State is liable to pay to Portland General Electric the cost of making the adjustments herein considered.

J. N. HERSHBERGER
Staff Attorney

JNH:jr

NOTED
LLOYD P. SHAW

RECEIVED
FEB 11 1963
FOR FILING

I-5-6(19)[illegible]

E 16½

477 Cottage Street, N.E.
Salem, Oregon

February 6, 1963

Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

A. W. Parsons, Division Engineer
08-35.4-DA Salem, Oregon

Oregon Project I-5-6(5)298 - I-5-6(19)295
S.W. Lowell St. - S.W. 11th Ave. Unit

Mr. Young's letter, dated February 4, 1963, requested the date of our acceptance of the contract work under the subject projects. The contract work is accepted as of this date, February 6, 1963.

RECEIVED
FEB 7 1963
OFFICE OF
STATE HIGHWAY ENGINEER

original To Young
2-11-63

NOTED
LLOYD P. SHAW

RECEIVED
FEB 5 - 1963

FOR FILING

I 5 [illegible]

5762

Salem, Oregon
February 4, 1963

Mr. F. D. Morgan
Construction Engineer
OFFICE

This is to advise you that work was completed on December 10, 1962, on Contract No. 5762, S. W. Lowell St.-S. W. 11th Ave. Unit, Harbor Drive-Washington County Line Section, in Multnomah County.

We request that your office return a signed copy of this letter listing any conditions below which would prevent acceptance of the project by the Highway Commission. Acceptance by the BPR is contingent upon relocation of a utility pole and clean-up of contractor's shop area. Third Notification, January 29, 1963, has been received indicating these items have been done. Adjustment of the utility pole (or poles) should not preclude acceptance of the contract work.

L. E. Young
Office Engineer

Construction Division
Office Endorsement

Date: ____________________

Conditions noted on above date:

Construction Engineer

RECEIVED
FEB 5 1963
FOR FILING

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

I-5-6(10)295

5762

January 30, 1963

Roy L. Houck Sons' Corporation
1585 20th Street, N.E.
Salem, Oregon

RE: Oregon State Highway
Contracts No. 5592, 5478,
5834 and 5762

Gentlemen:

We were recently asked by your James Houck if a different time than February 13, 1963 could be arranged for the meeting to evaluate claims by your corporation for work performed on Oregon State Highway contracts 5592, 5478, 5834 and 5762.

This will advise that it was not possible to arrange a meeting on either of the two days requested (February 15 or 18) due to conflicting schedules. Therefore, the time and place for this meeting will remain the same as established in our letter of January 16, that is 9:00 A.M. on February 13, 1963, in the office of Mr. Frank Morgan, Construction Engineer.

Very truly yours,

F. D. Morgan
Construction Engineer

By G. L. Decker
G. L. Decker
Assistant Construction Engineer

GLD:fp

cc Lloyd Shaw
L. I. Lindas
F. B. Klaboe
R. D. Asburry
L. R. Chandler

NOTED
LLOYD P. SHAW

RECEIVED
JAN 31 1963
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JAN 25 1963

FOR FILING

I-5-6(19)295

[illegible]

477 Cottage Street N.E.
Salem, Oregon

January 21, 1963

Mr. Forrest Cooper
State Highway Engineer
Salem, Oregon

A. W. Parsons, Division Engineer
Salem, Oregon

Oregon Projects I-5-6(5)298 and I-5-6(19)295
Lowell St. - S.W. 11th Avenue
Utility Line Relocation

Our memorandum, dated January 15, authorized you to proceed with the relocation of utility poles located within the access control lines between stations 244 and 255.

Mr. DeSouza's letter dated May 27, 1957, set forth the State's obligation to reimburse the Utility Company for its initial move from the property formerly owned by the Old Oregon Electric Railroad Company. The question has now been raised concerning the State's legal requirements in reimbursing the Utility Company for this second relocation of the aforementioned pole line.

Therefore, before any relocation of the utility involved is started as previously authorized, the State's position in this matter should be clearly set forth. This matter was the subject of a discussion on this date between Mr. Litchfield of your office and Mr. Brooks of this office.

RECEIVED
JAN 22 1963
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
LLOYD P. SHAW

original to Young
copy to Morgan
1-25-63

RECEIVED
JAN 17 1963
FOR FILING

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

[illegible]

January 16, 1963

Mr. Roy L. Houck, Sr.
Roy L. Houck Sons' Corporation
1585 - 20th Street, N. E.
Salem, Oregon

Re: Oregon State Highway
Contracts No. 5592, 5478,
5834, 5762

Dear Mr. Houck:

Your letter of January 7, 1963, requested a meeting to evaluate certain claims by your corporation for work performed on Oregon State Highway Contracts No. 5592, 5478, 5834 and 5762.

This will confirm our telephone conversation of today wherein 9:00 o'clock A.M. on February 13, 1963, in the office of Mr. Frank Morgan, Construction Engineer, was agreed upon as a time and place for this meeting.

Very truly yours,

F. D. Morgan
Construction Engineer

By G. L. Decker
G. L. Decker
Assistant Construction Engineer

GLD:bjh

cc: Lloyd P. Shaw
L. I. Lindas
F. B. Klaboe
L. R. Chandler

NOTED
LLOYD P. SHAW

RECEIVED
JAN 17 1963
OFFICE OF
STATE HIGHWAY ENGIN

PMT RSB 133 1-11-63, 11 45

LLOYD P. SHAW

RE YOUR TT NO. 108 THIS DATE. HAVE NO REASON FOR SPECIAL PREFERENCE ~~FFRXANYX~~OF THE GIVEN DATES EXCEPT T
BUST

advised D. Morgan

NOTED
LLOYD P. SHAW

PMT RSB 133 1-11-63 11 45

LLOYD P. SHAW

RE YOUR TT NO 108 THIS DATE.

HAVE NO REASON AT THIS TIME. FOR SPECIAL PREFERANCE FOR ANY OF THE GIVEN DATES EXCEPT THAT DAYS OTHER THAN MONDAY OR FRIDAY ARE EASIER TO MEET. WILL BE IN SALEM ALL ~~OFXNEXTX~~ THE WEEK BEGINNING JANUARY 21 ON MORRISON-[illegible]N CASE. VERY NICE IF IT COULD BE DONE THEN.

L. P. CHANDLER
LP 03.

.RSM
RSB

PMT 108 1-11-63 9:13AM

.L R CHANDLER

J. E. HOUCK IS REQUESTING A MEETING TO CONSIDER CLAIMS AGAINST SEVERAL PROJECTS. CONTRACTS NO. 5592 AND NO. 5834 WOULD BE OF INTEREST TO YOU. MR. MORGAN HAS FIVE DAYS IN THE MONTH OF FEBRUARY IN WHICH HE WILL BE FREE. THEY ARE THE 4TH , 5TH. 13TH, 14TH, AND 15TH,. MR. KLABOE WOULD PREFER THAT THE MEETING BE HELD ON SOME DAY OTHER THAN THE 4TH. WILL YOU EXPRESS YOUR CHOICE AS TO ONE OF THE REMAINING DAYS. PLEASE ADVISE ME AS SOON AS POSSIBLE THAT I MAY RELAY THE INFORMATION TO MR. HOUCK.

))968 O. SHAWXX LLOYD P. SHAW
ASSISTANT STATE HIGHWAY ENGINEER

ADM
BH4.

RECEIVED
JAN 1 1 1963
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
LLOYD P. SHAW

1034—5-62
State Printing 49843

OREGON STATE HIGHWAY DEPARTMENT

Interdepartment Teletype Message

To Station RSB from Station AdM No. Date 1-11-63 Time

L. R. CHANDLER

J. E. HOUCK IS REQUESTING A MEETING TO CONSIDER CLAIMS AGAINST SEVERAL PROJECTS. CONTRACTS NO. 5592 AND NO. 5834 WOULD BE OF INTEREST TO YOU.

MR. MORGAN HAS FIVE DAYS IN THE MONTH OF FEBRUARY IN WHICH HE WILL BE FREE. THEY ARE THE 4TH, 5TH, 13TH, 14TH, AND 15TH. MR. KLABOE WOULD PREFER THAT THE MEETING BE HELD ON SOME DAY OTHER THAN THE 4TH. WILL YOU EXPRESS YOUR CHOICE AS TO ONE OF THE REMAINING DAYS. PLEASE ADVISE ME AS SOON AS POSSIBLE THAT I MAY RELAY THE INFORMATION TO MR. HOUCK.

Reply Requested ( )

Signed Shaw

LLOYD P. SHAW
ASSISTANT STATE HIGHWAY ENGINEER

Shaw

Roy L. Houck Sons' Corporation
HEAVY CONSTRUCTION CONTRACTORS
1585 20th Street N.E.
Salem, Oregon

January 7, 1963

Mr. F. D. Morgan
Construction Engineer
Oregon State Highway Dept.
Salem, Oregon

Re: Oregon State Highway
Contracts 5592, 5478, 5834, 5752.

Halsey to Lane Co line
McKenzie - Willamette Pass
Lowell - 11th
Elmonica Rd Point

Dear Sir:

At our meeting on December 14, 1962 you advised us that a meeting with Mr. Rod Portor and representatives from the State of Oregon Legal department and our corporation would be held to evaluate the reimbursement of our expenses for work performed on the above mentioned contracts.

Since the statutory time limit for the settlement of these claims is nearing expiration, we again request this meeting.

We have exercised good faith with the Highway Department in attempting to negotiate the settlement of this matter, however if you continue to ignore this matter we will be forced to legal recourse.

Since our last discussion I have acquired a heavy schedule to make available the highway between Cottage Grove and Goshen to the motoring public and request this meeting be set up for early February.

Very truly yours,

J E Houck
J. E. Houck

JEH/aa

cc: Mr. Forest Cooper
Mr. Rod Portor

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OREGON
STATE HIGHWAY COMMISSION

Morgan and the three Division Engineers contacted as to acceptable date - Only Klaboe, and Morgan had any choices - Dates acceptable are Feb 5, 13, 14, 15

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JAN 21 1963

FOR FILING

I 5-6(19)295

5162

477 Cottage Street N.E.
Salem, Oregon

January 15, 1963

Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

A. W. Parsons, Division Engineer
Salem, Oregon

Oregon Project I-5-6(5)298
Lowell St.-S.W. 11th Ave.
Utility line relocation

The subject project has not been finaled due to a pole line encroachment between Stations 244 and 255.

Mr. Litchfield's letter, dated January 3, 1963, set forth reasons why this pole line relocation is an obligation of the State and requests a decision from this office concerning our participation. An exchange of correspondence between the State and the Portland General Electric Company, along with an estimate of the cost, was attached to the aforementioned letter.

You are authorized to proceed with the adjustments for the aforementioned utility effective this date. This authorization is with the understanding that the project agreement estimate will be modified to include the Utility work involved. Approval and reimbursement for the eligible work is subject to the provisions of PPM 30-4 dated December 31, 1957, and supplements thereto.

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JAN 15 1963
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
LLOYD P. SHAW

original to Young
1-21-63

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JAN 1 6 1963
FOR FILING

January 7, 1963

Mr. F. B. Morgan
Construction Engineer
Oregon State Highway Dept.
Salem, Oregon

Re: Oregon State Highway
Contracts [illegible], 5477,
[illegible], [illegible].

Dear Sir:

At our meeting on [illegible]ber [illegible], [illegible] a meeting with Mr. [illegible] at which [illegible] the State of Oregon Legal Department and our organization [illegible] and to evaluate the [illegible] payment of our expenses for [illegible] the above [illegible] contract.

Since the statutory time limit for the [illegible] of the claims is nearing expiration, we again request this meeting.

We have exercised good faith with the Highway Department in attempting to negotiate the settlement of this matter, however if you continue to ignore this matter we will be forced to legal recourse.

Since our last discussion I have acquired [illegible] to make available the highway between Cottage Grove and [illegible] to the motoring public and request this meeting be set [illegible] for early February.

J. E. Houck

JEH/aa

cc: Mr. Forrest Cooper✓
Mr. Rod Porter

RECEIVED
JAN 9 1963
OREGON
STATE HIGHWAY COMMISSION

Form E-1—(Rev.)—

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending December 15, 19~~58~~ 62

Section S.W. Lowell St. - S.W. 11th Ave. Unit Harbor Drive - Washington County Line

Kind of work Paving & Signing

Highway Pacific County Multnomah

Section prefix 626-1053

Contractor Roy L Houck Sons' Co.

Contract number 5762

Date of contract July 28, 1960

Specified work days 180

Date work started February 23, 1961

Work days used 201

Project authorization $1,494,874.89

Exclusive of engineering $1,374,128.18

Per cent of time elapsed 112 %

Estimated cost of completed project, exclusive of engineering $1,367,744.29

Estimated per cent overrun or underrun Underrun 0.47 %

Per cent of contract completed, based on estimated cost 100 %

Engineering authorization $120,746.71

Engineering cost to date $120,750.00, 100 %

Date project was completed August 15, 1962, 19

ESTIMATED PER CENT COMPLETE

CLEARING	DRAINAGE	GRADING	STRUCTURES	BASE	OIL AND/OR PAVE.	MAT'L PROD.
	100	100	Sign 100	100	100	conc. paving 100

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, etc.:

Second notification certifiying completion of project was submitted this week. Third notification being held pending removal of Houck's shop building near Porter St. structure.

Semi-final estimate also submitted this week except price agreements for steel used in sign bridges and cement adjustment in concrete paving which are still in Houck's hands to be submitted.

This is the final weekly report on this project.

NOTED
R. L PORTER

CONSTRUCTION DIVISION
RI
DEC 18 1962

NOTED
JOHN R. OAKES

NOTED

Signed William E. Maltby
Wm. E. Maltby, Resident Engin er

Address 5821 N.E. Glisan St., Portland

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing

I-5-6(19)295	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project I-5-6([illegible] 5) 298	0.4	2.3	-	0.9	2.4
Miles partially completed					
Miles completed	0.4	2.3	-	0.9	2.4
Total estimated quantities (contract)	48,000	127,000	-	15,520	97,000
Total quantities corrected to date	26,685	130,050	-	17,242	95,396
Estimated quantities moved or placed to date	26,685	130,050	-	17,242	95,396
Average daily quantities	complete	complete	-	complete	complete
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Men

Supervision

Men and trucks under 3 tons

Men and trucks over 3 tons

Men and tractors

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Compaction rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday	Fair		
Tuesday	"		
Wednesday	Showers		
Thursday	"		
Friday	Cloudy		
Saturday			

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DEC 13 1962
FOR FILING

December 12, 1962

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on December 10, 1962, on Contract No. 5762, S. W. Lowell St.-S. W. 11th Ave. Unit, Harbor Drive-Washington County Line Section, in Multnomah County, in connection with Federal-aid Project No. I-5-6(19)295, I-5-6(5)298.

We request that your office inspect the contract work and return a signed copy of this letter listing any conditions below which would prevent your final acceptance of the project.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

Bureau of Public Roads
Oregon Division Office Endorsement

Date:______________________

Conditions noted on above date:

A. W. Parsons
Division Engineer

DBP:jb

cc: H. S. Cox

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[illegible] (17)3-5
5762

Salem, Oregon
November 27, 1962

S.W. Lowell St.-S.W. 11th Ave. Unit
Harbor Drive-Washington County Line
Multnomah County, Pacific Highway
Contract No. 5762

W. E. Maltby
Resident Highway Engineer

This is to advise you that at its meeting on November 20, 1962, the State Highway Commission approved an increase of $94,043.00 in project authorization for the subject project.

The new authorization for construction is $1,494,874.89. This amount should be used for all future reports.

L. H. Young
Office Engineer

DBP:jb

cc: L. P. Shaw

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NOV 16 1962
FOR FILING
[illegible]
[illegible]

November 14, 1962

Oregon State Highway Commission

Gentlemen:

An overrun of the original project authorization on Contract No. 5762, the S. W. Lowell Street-S. W. 11th Avenue paving and signing project on the Baldock Freeway in Multnomah County, is anticipated. Roy L. Houck Sons' Corporation is the contractor.

The original project authorization was $1,400,832. The present anticipated cost is $1,494,875, indicating an overrun of $94,043 or 6.71 per cent.

The major reason for the overrun is the need for extensive slide control and corrective work, including work on the Slavin Slide. Other reasons include sign revisions to accommodate revised traffic patterns and engineering overrun due to the fact that the project was held over for a year.

This request for an additional authorization in the amount of $94,043 will be presented to you at the November 20 meeting and your approval is recommended.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc Floyd Query
G. S. Paxson
R. L. Porter
Victor D. Wolfe
C. H. Maison
L. H. Young
F. D. Morgan

CHB:bjh bbc

FORM E-50 50M 5-62 43808

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
November 9, 1962

SUBJECT: Overrun of Project Authorization
S. W. Lowell St.-S. W. 11th Ave. Section
Pacific Highway
Contract No. 5762

To: Mr. R. L. Porter
Assistant State Highway Engineer

OFFICE

Attached is a Report on Expected Overrun of Project Authorization on Contract No. 5762, the Lowell-11th Avenue Section paving and signing project in Multnomah County. This contract was let to Roy L. Houck Sons' Corporation.

The original project authorization was $1,400,831.89. The present anticipated cost is $1,494,874.84, indicating an overrun of $94,042.95, or 6.71%.

The major reason for the overrun was slide control and corrective work. This amounted to approximately $85,000, and included considerable work in the Slavin Slide area. Secondary reasons for the overrun were sign revisions due to changes in plans for handling traffic and engineering overrun due to the job being held over one year. These amounted to approximately $20,000 each. All the extra work involved was done under approved work orders.

It is recommended that the project autnorization be increased as noted above. A rough draft to the Commission is attached.

F D Morgan
F. D. Morgan
Construction Engineer

CHB:bjh
Attachment

cc: L. H. Young

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NOV 9 1962
OFFICE OF
STATE HIGHWAY ENGINEER

FORM E-30X—50M—5-62 43900

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem 10, Oregon
November 14, 1962

To: MEMO TO FILE

SUBJECT: Lowell-11th Avenue Unit
Harbor Drive-Washington Co. Line
Contract No. 5762

Listed below are the costs for additional work for signing on the above mentioned contract. The first four items were initiated by the Traffic Engineering Division; the remainder in the Metropolitan Division.

Item	Type Order	Cost	Work Involved
1	PA-4	$ 700.00	Change Butterfly sign structure to Cantilever Sign Structure - Conflict with illumination
2	SF02	2,100.00	Revise signs on Ross Island Br. & on Front Ave. at Hooker St. to make consistent with signs installed by contractor.
3	EW08	3,684.65	Added services signs @ Spring Garden Rd. & Capitol Hwy. Interchanges. Revised signing at Macadam Ave. to care for "Macadam Ave" and at Tigard to care for "McMinnville-To The Coast". Adjusted ramp speed signing @ Terwilliger & Macadam Ave. Off-ramps. Added "SOUTH" to Sbd Terwilliger Blvd Interchg signing. Adjusted Route Markers due to shifting of US Route 99.
4	PA-6	20.00	Revise electrical fittings on certain sign bridges.
5	EW03	4,017.00	Adjusted support of Overhead and ground mounted signs to fit underground conditions. Moved "EXIT" Sign at Capitol Hwy. Interchg. from Overhead Sign Structure to Bridge structure.

Item	Type Order	Cost	Work Involved
6	EW04	$1,234.00	Move Sign Bridge Ftg. from private property.
7	SF06	5,000.00	Provide for Temporary Guide signs required by early opening.

There are four further revisions requested by this Division which have not been separately cared for to this date. It is believed that these revisions have been included in one of the above items; either No. 3 or No. 5.

D.R. Adams

D. R. Adams
Sign Engineer

DRA:sm
cc: R. L. Porter
L. H. Young

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NOV 14 1962
OFFICE OF
STATE HIGHWAY ENGINEER

Palumbi
SW Lowell St. - SW 11th Ave CA8 5255
Overrun

Cont Items	+ 3861
EWO	126,286
OR. "	4697
OR ENGR	21132

36

126286
4697
130983
99615
21132
251730
155648
96082

Form A-139

OREGON STATE HIGHWAY DEPARTMENT

Project Authorization and Record of Work Orders

3 L (2)

Section	S.W. Lowell St.-S.W. 11th Ave. Unit,	Contract No.	5762
Highway	Pacific Harbor Dr.-Wash. Co. Line	F. A. Project No.	I-5-6(19)295
County	Multnomah	Job Prefix	626-1053 I-5-6.(5)298
Kind of Work	Paving and Signing	Date of Award	7-28-60
Contractor	Roy L. Houck Sons' Corp. ✓	Division Engineer	L. P. Shaw
Specified Work Days	180	Resident Engineer	W. E. Maltby

CONSTRUCTION AUTHORIZATION

Contract amount		$1,238,283.90
Additional anticipated items:		
A- Flagging	$ 3,500.00	
B- Signing	400.00	
C- Slope Paving	3,000.00	
		6,900.00
Subtotal		$1,245,183.90
Contingencies (4½%)		56,033.28
Construction Engineering (8%)	(155,647.99)	99,614.71
Subtotal		$1,400,831.89
Credit for maintenance rock		- -
Total original construction authorization		$1,400,831.89

Authorization increases, approved by Commission:

	$
Total present construction authorization	$

RECORD OF WORK ORDERS

	Date Order Received	Date of Order	Kind of Order	Number of Order	Net Amount	Date Distributed to Field	REMARKS
	11-16-60	11-9-60	SF	1-274	300.00	11-17-60	Temp. Barricades & Lights
A-	4-7-61	4-3-61	EW	1	3,500.00	4-11-61	
B -	4-14-61	4-6-61	EW	2	400.00	4-18-61	Temp
	4-21-61	4-14-61	EW	3 & Supp	2,500.00	4-26-61	Revise Signs & Footings
	5-22-61	5-17-61	EW	4	1,000.00	5-25-61	Move Sign Br. Footings.
	6-29-61	6-11-61	EW	5 & Supp	50,000.00	7-5-61	[illegible]
	7-7-61	6-7-61	PA	1	6,003.00	7-12-61	Extend RCBC.
	7-7-61	6-21-61	SF	2-276	2,100.00	[illegible]	Revise [illegible] Br. Signs
	[illegible]	8-2-61	EW	6	[illegible]	8-15-61	[illegible]
	8-24-61	8-17-61	EW	3-Supp.	300.00	8-25-61	Rev. Sign (Cap. Hwy. & Taylor's Ferry I'ter.)
	9-26-61	9-11-61	PA	3	58[illegible].50	9-29-61	[illegible]

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(Continued on reverse side)

5762

RECORD OF WORK ORDERS—(Continued)

Date Order Received	Date of Order	Kind of Order	Number of Order	Net Amount	Date Distributed to Field	REMARKS
11-5-61	9-8-61	EW	7	4,[illegible]	10-10-61	Rk Inlay on Slope
11-1-61	10-24-61	SF	3-269	1,200.00	11-3-61	Replace Parapet Railing
11-15-61	11-8-61	EW	9	2,000.00	11-21-61	Load & Haul Curb Bkfill MH.
11-15-61	11-9-61	SF	4-274	900.00	11-16-61	Flash. Barr. Install.
11-20-61	11-16-61	SF	5-269	1,000.00	11-21-61	Reconst Conc. Med. Barr.
11-24-61	11-21-61	SF	6-274	~~5,000.00~~ 4,800.00	11-28-61	Temp. Sign
11-24-61	11-22-61	S.F.	7-269	450.00	11-28-61	Const. stand for dedication
11-30-61	11-22-61	EW	8 Sup.	1,633.00	12-1-61	Revise Signs to Standard
12-13-61	12-7-61	EW	10	100.00	12-15-61	Replace grates & manhole covers
12-18-61	12-11-61	EW	11	299.00	12-27-61	Adjust Manholes
12-27-61	12-18-61	E.W	12	2,000.00	1-4-62	Flagging
3-22-62	2-13-62	PA	4	4,000.00	3-27-62	Revised Sign Structure
4-13-62	4-9-62	EW	15	500.00	4-19-62	BkFill & Grade Emb. 19th Av. Str.
4-13-62	4-9-62	EW	14	200.00	4-19-62	Apply Soil Sterilant.
4-20-62	4-12-62	EW	8-Supp	2,000.00	4-27-62	Revise Signs
4-24-62	3-29-62	EW	13	2,150.00	4-27-62	Drainage Revision
C- 4-25-62	4-17-62	PA	5	2,115.00	5-1-62	Riprap.(conc. slab)
5-7-62	3-28-62	PA	6	20.00	5-7-62	2" Type T Condulett
5-25-62	5-15-62	EW	16	500.00	5-29-62	Reconstruct Divider Is.
5-25-62	5-17-62	EW	17	350.00	6-4-62	Salv. & Reinstall Fence
6-4-62	5-25-62	SF	8-276	400.00	6-5-62	Rev. Lights & Signing Clay St. Ramp
6-12-62	6-1-62	EW	5-Supp	22,000.00	6-13-62	Slide & Drainage Correction
7-6-62	7-2-62	SF	9-284	31.17	7-6-62	Rep. 3/4" Water Service
11-1-62	9-8-62	PA	2	0.00	11-5-62	Chg. size + Grading of Coarse Agg. in Class "A" Conc.

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Form No. [illegible]

OREGON STATE HIGHWAY DEPARTMENT

I-5-6(5) 298

Report on Expected Over-run of Project Authorization

Project Name S.W. Lowell St. - 11th Ave. Unit Harbor Drive - Washington Co. Line Sect. Date Oct. 1, 1962, 19

Highway Pacific (R.H. Baldock Fwy.) Contract No. 5762

County Multnomah Kind of Work Paving & Signing Contractor Roy L. Houck Sons' Corp.

Contract Amount $1,238,283.90

Expected over-runs and under-runs in contract items:

Major items, itemized:

		Quantity	Unit Price	Amount
Item 4	Embankment in Place	21,915 c.y.	0.80	$-17,531.84
" 20	Metal Guard Rail	3,216 lin.ft.	2.30	7,396.34
" 38	¾"-0 Mat'l in Base	5,411 c.y.	2.25	12,174.12
" 46	8" P.C.C. Pav't	1,604 sq.y.	3.35	- 5,374.40
" 51	3/8"-0 Mat'l in Cushion Course	2,800 c.y.	2.15	6 6,019.25
" 69	Single Sign Post Struct.	2 ea.	1900.00	6 3,800.00
		algebraic total		$13,155.03

Minor items, unitemized algebraic total $+17,016.14

Subtotal $ 3,861.11

Approved work orders (Price, extra work and state force orders) $ 126,236.17

Expected over-runs and under-runs in work orders: Amount

Major items, itemized: See Back of Sheet

Major items algebraic total $+4,582.79

Minor items, unitemized algebraic total $+ 114.16

Subtotal $ 4,696.95

Authorization for engineering $ 99,614.71

Expected over-run or under-run of engineering authorization $ 21,132.00

Costs not included above (explain) Additional Claims by Contractor ? $

Allowance for future contingencies (——% of work remaining) P.A. Cement & Steel Adjust. $ 1,000.00

Credits to come from transfers and deductions $

Present estimate of project cost 1,494,874.84

Brief Statement of principal causes of over-run: Several sections of slope erosion and one semi-major slide that required immediate repair created additional construction work. Several revisions and additions to the signing portion of this contract required additional signing work.
The over-run in engineering cost results from the additions of one year above the anticipated work schedule to complete this project.

INSTRUCTIONS

A report on this form is to be submitted if and when it becomes evident that the project cost will exceed the original project authorization by more than five per cent and again if and when it becomes evident that the project cost will exceed by more than five per cent a subsequently approved increased project authorization. Submit five copies to Salem. After having been noted by the Deputy or Assistant State Highway Engineer, one copy will be sent to the Division Engineer and one copy to the Resident Engineer.

Project authorization 1,400,831.89

Present estimate of project cost 1,494,874.84

Expected over-run (Amount) $ 94,042.95

Expected over-run (per cent) 6.71

Space to right of this line is for use of Salem office.

Submitted by: William E. Maltby
William E. Maltby Resident Engineer

Confirmed by: T. J. Benedict
Assistant Division Engineer

Noted by:
Construction or Bridge Engineer

Noted by:
~~Deputy or~~ Assistant State Highway Engineer

State Printing 86719

Continued

Expected over-runs and under-runs in work orders.

Major Items, itemized			Amount
P.A.	1	Const. R.C.B.C.	$ 1,736.60
"	5	Const. Slope Paving	-1,219.71
E.W.O.	1	Flagging (57,5%)	-2,446.55
"	2	Signing (Temporary)	801.15
"	3	Signing Revisions (Strust. Mounts)	1,217.10
"	6	Raise and Grout P.C.C. Pav't.	3,863.02
"	7	Slope Repair	-4,500.00
"	9	Curb Backfill	2,756.29
"	12	Flagging (100%)	793.36
"	16	Reconst. Clay St. Dividers	889.23
"	17	Remove and Reinstall R/W Fence	692.30
		Algebraic Total	$ 4,582.79

RECEIVED
SEP 1 1962

FOR FILING

[illegible]
5162

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem 10, Oregon
August 30, 1962

To:

F. D. Morgan
Construction Engineer
BUILDING

SUBJECT: Lowell Ave.-11th Ave. Unit
Washington County Line-Harbor
Drive Section
I5

The signing portion of the above mentioned paving contract was inspected on August 3, 1962, by Mr. Gordon Brooks, of the Bureau of Public Roads, Mr. Al. Rear, Assistant Metropolitan Engineer, and the writer. The inspection was a final inspection insofar as the signing portion of the project is concerned.

Certain descrepancies previously listed in an inspection report involving signs have been corrected. All material and workmanship insofar as the signing portion of the project is concerned meet the requirements of the plans and Special Provisions. There appears to be some condition involving the porcelain enamel surface on the Type "A" signs that is not definite enough at the present time to cause rejection of the signs. It is therefore recommended that the State accept the signing portion of this contract.

We are transmitting this letter to you in order that your file concerning the signing portion of this contract might be complete.

F. B. Crandall
Traffic Engineer

LBG:sm
cc: Tom Edwards

NOTED
TOM EDWARDS

RECEIVED
AUG 31 1962
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JUL 9 1962
FOR FILING

5762

July 6, 1962

Oregon Tractor & Equipment Co., Inc.
7606 N. E. Union Avenue
Portland 11, Oregon

Attention: Mr. Wayne G. Bieber
Treasurer

Gentlemen:

This is to acknowledge receipt of your claim letter of June 27 informing us that Perkins Bros., owes you $2,280 for equipment and services on the Roy L. Houck Sons' Corporation, Contract No. 5762.

Our records indicate this appears to be in connection with the R. L. Houck Sons', Contract No. 5762, paving and signing on S. W. Lowell Street-S. W. 11th Avenue Unit, Harbor Drive-Washington County Line Section on the Pacific Highway in Multnomah County. The General Insurance Company of America through Huggins Insurance Agency, 373 North Church Street, Salem, furnished the performance bond which is given to assure completion of the contract and payment of all bills incurred in it. So that there will be no misinterpretation of the law, we are forwarding your claim letter to the Secretary of State for filing.

This information will be noted in our records, and we will advise the surety and the contractor that it has been received.

As requested, we are attaching a photocopy of the contract and bond pages covering Contract No. 5762.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

Att.

CWH:fkn

NOTED ON CARD

July 6, 1962

General Insurance Company of America
Portland Service Office
209 S. W. 4th Avenue
Portland 4, Oregon

Gentlemen:

A claim letter dated June 27 has been received from Oregon Tractor and Equipment Company, Inc., Portland, advising that Perkins Bros., subcontractor, to Roy L. Houck Sons' Corporation owes them for equipment and services in the amount of $2,280.

This appears to be in connection with the Roy L. Houck Sons' Corporation, Contract No. 5762, paving and signing on S. W. Lowell Street-S. W. 11th Avenue Unit, Harbor Drive-Washington County Line Section on the Pacific Highway in Multnomah County. This claim has been forwarded to the Secretary of State for filing.

Attached is a copy of the claim. This information is provided as your company appears as surety on the performance bond furnished with this contract.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

Att.

cc: Huggins Insurance Agency
373 North Church Street,
Salem, Oregon

Roy L. Houck Sons' Corporation
1365 20th Street, N. E.
Salem, Oregon

Mr. Glenn L. Jackson

Mr. David B. Simpson

Mr. Forrest Cooper

CWH:fkn

NOTED ON CARD

OREGON TRACTOR & EQUIPMENT CO., INC.

Machinery Sales and Service

TELEPHONE: BUtler 5-2596
7606 N. E. UNION AVENUE
PORTLAND 11, OREGON

June 27, 1962

State of Oregon
Board of Control
Salem, Oregon

Gentlemen:

We have furnished equipment and services for work done on Contract #5762--S. W. Lowell-S.W. 11th, Portland, Oregon, for which we believe Roy L. Houck Sons' Corporation were the prime contractors. Our bill is with the Perkins Bros. of Portland in the amount of $2,280.00.

Would you please send us a copy of the bond for this job. Thanking you in advance, I remain

Very truly yours,

Oregon Tractor & Equipment Co., Inc.

W G Bieber

Wayne G. Bieber
Treasurer

WGB/mh

RECEIVED
JUL - 2 1962
OREGON
STATE HIGHWAY COMMISSION

NOTED
G. W. HEAD

[illegible]

I-5-6(17)295
5762

July 6, 1962

Hon. Howell Appling, Jr.
Secretary of State
Capitol Building
Salem 10, Oregon

Attention: Mr. George C. Stephens

Dear Sir:

Attached is a claim letter for filing in the amount of $2,280 received from Oregon Tractor and Equipment Company, Inc., Portland, for furnishing equipment and services to Perkins Bros., subcontractor.

This appears to be in reference to our Contract No. 5762 with Roy L. Houck Sons' Corporation for paving and signing S. W. Lowell Street-S. W. 11th Avenue Unit, Harbor Drive-Washington County Line Section on the Pacific Highway in Multnomah County.

Please acknowledge receipt of this claim on the enclosed copy of this letter.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

Att.

CWH:fkn

NOTED ON CARD
dc

9

FORM E-122X 100M 4-62

GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

RECEIVED
JUL 6 1962
FOR FILING

5762

July 6, 1962

Hon. Howell Appling, Jr.
Secretary of State
Capitol Building
Salem 10, Oregon

Attention: Mr. George C. Stephens

Dear Sir:

Attached is a claim letter for filing in the amount of $2,280 received from Oregon Tractor and Equipment Company, Inc., Portland, for furnishing equipment and services to Perkins Bros., subcontractor.

This appears to be in reference to our Contract No. 5762 with Roy L. Houck Sons' Corporation for paving and signing S. W. Lowell Street-S. W. 11th Avenue Unit, Harbor Drive-Washington County Line Section on the Pacific Highway in Multnomah County.

Please acknowledge receipt of this claim on the enclosed copy of this letter.

Very truly yours,

ORIGINAL SIGNED
FLOYD QUERY

Secretary
OREGON STATE HIGHWAY COMMISSION

NOTED ON CARD
dc

Att.

File #3958

FILED
JUL 10 1962
HOWELL APPLING, JR.
SECRETARY OF STATE

RECEIVED
JUL 10 1962
HOWELL APPLING, JR.
SECRETARY OF STATE

RECEIVED
JUL 11 1962
OREGON
STATE HIGHWAY COMMISSION

NOTED
C. W. HEAD

RECEIVED
JUL 2 1962
FOR FILING

COMMISSIONERS
[illegible], CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

FLOYD QUERY, SECRETARY
SALEM

I-5-6(11)295

5762

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

June 27, 1962

Mr. Norman P. Barnes
Vice President
Foress Co.
Box 687
Corvallis, Oregon

Dear Mr. Barnes:

There are attached the working drawings for Sign Number 22 on the Tigard Interchange of the Lowell Street-11th Avenue Unit of the Harbor Drive-Washington County Line Section, Contract Number 5762.

This drawing has been checked and is approved as noted.

Very truly yours,

Tom Edwards
Assistant State Highway Engineer

by Johnson
EDR F. B. Crandall
Traffic Engineer

DRA:mgm
bc: Tom Edwards ✓
Lloyd Shaw
William Maltby
Attachments

NOTED
TOM EDWARDS

[illegible]

RECEIVED
JUN 22 1962
FOR FILING

[illegible]

5762

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE
Salem, Oregon
June 21, 1962

SUBJECT: R/W for Slavin Slide
Lowell St.-11th Avenue Unit
Baldock Freeway
Multnomah County

To: MEMO TO THE FILES

On June 20, 1962, Mr. Benedict requested that we expedite acquisition of two properties (files 34490 and 34491) which are within the area of Slavin Slide. These properties will be needed for the future widening of Barbur Boulevard, and are needed immediately for corrective work on the slide. His request mentioned a drainage tunnel, which Mr. Decker said is still in the projection stage.

It will be necessary to first drill the area to determine the underground landform and conditions, and it will not be known until after the drilling is completed whether or not the tunnel is the proper way to control the slide. Mr. Decker was under the impression that the right of way was needed only if the tunnel was constructed, and requested Mr. Moehring to withhold any purchases in the area.

It has since been determined that the proposed right of way is needed for both the future widening and at present for the drilling operation, whether or not the tunnel is constructed. The property owners were contacted with a request for a permit of entry for the drilling work, but we were unsuccessful in obtaining same. Mr. Moehring was instructed on this date to proceed with the acquisition of these parcels.

C H Baker
C. H. Baker
Ass't. Field Construction Engineer

NOTED
R. L. PORTER

CHB:fp
cc R. L. Porter ✓
W. T. Wright
L. P. Shaw
F. W. Yarbrough

RECEIVED
JUN 22 1962

RECEIVED
JUN 13 1962
FOR FILING
I-5-6(19)295

5762

June 13, 1962

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 5 - Supplementary, covering slide repair and drainage correction on the S.W. Lowell St.-S.W. 11th Ave. Unit, Harbor Drive-Washington County Line Section of the Pacific (R.H. Baldock Freeway) Highway in Multnomah County, Contract No. 5762, in connection with Federal-Aid Project Nos. I-5-6(19)295 and I-5-6(5)298.

The original Order No. 5 in the amount of $50,000 approved by the BPR July 11, 1961, has proven to be insufficient for the work required. The supplement has been verbally recommended for approval by the BPR Area Engineer.

Very truly yours,

Forrest Cooper
State Highway Engineer

By J.A.H.

L. M. Young
Office Engineer

DBP:bb

Enc.

RECEIVED
JUN 8 1962
FOR FILING

[illegible]
5762

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 7, 1962

SUBJECT: Illumination - East end of Clay Street Ramp

To: Mr. Lloyd Shaw
Metropolitan Engineer
State Highway Department
5821 N. E. Glisan Street
Portland 13, Oregon

I return your photos of the Clay Street Ramp. I concur in the recommendation that more lights be installed and that you proceed therewith.

I do not concur in the removal of the flashing lights as we now have them at the ramp terminals.

ORIGINAL SIGNED
TOM EDWARDS
Tom Edwards
Assistant State Highway Engineer

TE:jw

Enc.

cc Forrest Cooper ✓
G. S. Paxson
F. B. Crandall

NOTED
FORREST COOPER

FORM E-30 80M 6-61 30081

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem 10, Oregon
June 5, 1962

SUBJECT: Illumination - East end of Clay Street Ramp
Hwy. No. 1 - M.P. 0.84

To: Tom Edwards
Asst. Highway Engineer
BUILDING

I am returning your file (Lloyd Shaw's letter of May 22 and attachments) and wish to advise that Mr. Head made a night time inspection at this location on Thursday, May 31, 9:30 - 10:00 pm PDT, in company with L. E. George, Dennis Peterson and Mr. Sid Leo, Illumination Engineer City of Portland. It is the collective opinion of this group that there is adequate roadway illumination in the immediate vicinity approaching the ramp. Mr. Shaw will be submitting a separate report recommending that the two luminaire units as shown on the attached sketch be installed. This office concurs in this recommendation. We feel that the installation of the two units will put added light into the throat of the Clay Street Ramp and the Baldock-Harbor Drive roadway passing to the right of the Clay Street Ramp.

OK/E

No

We would definitely not recommend increasing the level of illumination in the immediate vicinity of the ramp unless all other illumination adjacent to the area was likewise increased. Otherwise we'll have too bright an area. It would appear that with the addition of the two mercury vapor luminaires, some consideration could be given to the elimination of the alternating flashing indications on the abutments. These flashers tend to distract the driver as he passes between them or to the side of them. There are flashing island lights at the beginning of the ramp mounted flush with the pavement. these were removed from the leading edge of the old island and were reinstalled at this new location. It would appear to us that this is adequate to alert the motorist of the presence of an obstruction along with the additional illumination.

No

Mr. Leo advised that the City of Portland would be converting Harbor Drive from incandescent to mercury vapor illumination as soon as funds permit. Our representatives encouraged Mr. Leo to consider such conversion at an early date. This conversion would eliminate the driving on Barbur Blvd. with mercury vapor luminaire units and then coming onto the Harbor Drive section with incandescent units and then at the approach to the Clay Street Ramp changing from incandescent to mercury again.

B. Crandall
Traffic Engineer

RECEIVED
JUN 5 - 1962

JAH:tm
Attachment
cc: Lloyd Shaw
D. L. Peterson

RECEIVED
JUN 11 1962
FOR FILING

FORM [illegible]123

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
5821 N. E. Glisan St.
Portland 13, Oregon

FORREST COOPER
STATE HIGHWAY ENGINEER
G. S. PAXSON
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

5762

June 7, 1962

Mr. Sid Lee
Electric Service Supervisor
City of Portland
City Hall
Portland, Oregon

Re: Illumination
Clay Street Ramp
Contract: 5762

Dear Mr. Lee:

This letter is your authorization to proceed with the illumination installation as outlined in your letter of May 25, 1962 and as indicated on the sketch dated May 17, accompanying your letter.

When the installation is complete, please submit your bill for half of the installation cost through this office for processing.

Very truly yours,

Lloyd P. Shaw
Metropolitan Engineer

By Alfred A. Rear
Alfred A. Rear
Assistant Metropolitan Engineer

AAR/dg
cc: G. S. Paxson
Tom Edwards
F. B. Crandall
I. A. De France
C. H. Mason
William Maltby

Tom Edwards has authorized the expenditure of funds (6-7-62) from the 1962 Minor Betterment Funds for Illumination Projects to be Selected.

NOTED

RECEIVED
JUN - 8 1962
OREGON
STATE HIGHWAY COMMISSION

CITY OF PORTLAND, OREGON
DEPARTMENT OF FINANCE
ORMOND R. BEAN, COMMISSIONER

May 25, 1963

Mr. Lloyd Shaw
Metropolitan Engineer
State Highway Department
5821 N. E. Glisan Street
Portland, Oregon

Dear Mr. Shaw:

With reference to our recent telephone conversation with you regarding lighting at the Harbor Drive - Clay Street ramp, we wish to propose that the two existing lights be increased in size and converted to 400-watt (20,000 lumen) mercury vapor lights.

The two existing lights are 6,000 lumen incandescent lamps. We feel that the addition of another light on the sign pole is not necessary, but conversion of the lights to 20,000 lumen mercury vapor will serve the purpose and increase the illumination over these [illegible] of the roadway.

We propose 400-watt mercury luminaires, with integral ballasts for series operation and with [illegible] Type [illegible] distribution. Estimated cost for luminaires and installation is $250. In our earlier conversation, you indicated that the State would share the cost with the City for any changes made. This will be agreeable to the City.

Enclosed is a drawing indicating the lighting locations and the proposed changes. We will proceed with the installation when approval is received from your office.

Cordially,

APPROVED

Sid [illegible]
Electrical Services Supervisor

Commissioner of Finance

SCL:jw
Enclosure
cc: Wm. J. Keller

RECEIVED
JUN 4 1962
~~FOR FILING~~

I-5-6(19)295

5762

May 29, 1962

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 17 covering the relocation of right of way fence on the S. W. Lowell St.-S. W. 11th Ave. Unit, Harbor Drive-Washington County Line Section of the Pacific (R. H. Baldock Freeway) Highway in Multnomah County, Contract No. 5762, in connection with Federal-Aid Project No. I-5-6(19)295, I-5-6(5)298.

Existing utility electric poles are inside of the right of way fence. It is necessary to relocate the fence inside of the pole line to permit service outside of the access line.

This work has been verbally recommended for approval by the BPR Area Engineer.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

DBP:ra
Enc.

RECEIVED
21 1962
FOR FILING

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT

FORREST COOPER
STATE HIGHWAY ENGINEER
G. S. PAXSON
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

5821 N. E. Glisan St.
Portland 13, Oregon
May 10, 1962

I-5-6(19)295

5762

COPY FOR Paxson ✓
Date

Bureau of Purchases and Stores
Room 209 City Hall
Portland, Oregon

Re: P.O. #3119 9/20/61
to Oregon State Hwy.
Dept.
Salem, Oregon

Dear Sirs:

I am returning the above-mentioned Purchase Order. This Purchase Order was made to the State Highway Department for work to be done in repair of damage caused by a water main break near S. W. 14th Avenue and the Baldock Freeway.

The damage repair was subsequently completed by our contractor Roy L. Houck Sons' and payment for the work was made directly to him. This method was necessary as construction of this portion of the highway was still in progress and had not been yet accepted by the State Highway Commission.

Should you require further information, please contact this office.

Very truly yours,

William E. Maltby
William E. Maltby
Resident Engineer

WEM/dg
Encl.
cc: Lloyd P. Shaw

NOTED
G. S. PAXSON

METROPOLITAN ENGINEER
RECEIVED
ME AME

MAY 15 1962
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
APR 26 1962
FOR FILING

April 25, 1962

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 13 covering drainage revision on the S. W. Lowell St.-S. W. 11th Ave. Unit, Harbor Drive-Washington County Line Section of the Pacific (R. H. Baldock Freeway) Highway in Multnomah County, Contract No. 5762, in connection with Federal-Aid Project No. I-5-6(19)295, I-5-6(5)298.

Due to the surface conditions, topography and erosion of slopes revision of drainage is necessary. Copies of the sketch covering the revisions and the Assistant Metropolitan Engineer's letter of explanation are attached.

This work has been verbally recommended for approval by the BPR Area Engineer.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

DBP:jb
Enc.

RECEIVED
APR 26 1962
FOR FILING

5762

April 25, 1962

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 8-supplemental covering further revision of signs on the S. W. Lowell St.-S. W. 11th Ave. Unit, Harbor Drive-Washington County Line Section of the Pacific (R.H. Baldock Freeway) Highway in Multnomah County, Contract No. 5762, in connection with Federal-Aid Project No. I-5-6(19)295.

In order to regulate, inform and direct traffic properly, and to eliminate confusion, additional revision of traffic signs is necessary. The original of this order was approved by the BPR November 28, 1961. The additional revisions and explanation of the revisions are on the reverse of the supplement. Necessity for revision has been determined by traffic conditions.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

DBP:jb
Enc.

RECEIVED

FOR FILING

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

5-1-62

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

April 18, 1962

Mr. James E. Houck
Roy L. Houck Sons' Corporation
1585 - 20th Street, N. E.
Salem, Oregon

Re: Contract No. 5762

Dear Mr. Houck:

On March 21, 1962, I asked you to send your extra work billing records to Resident Engineer Maltby instead of mailing them to this office. We will forward the latest batch to the Division Office, but will thereafter return any mailed to us directly back to you.

Very truly yours,

F. D. Morgan
Construction Engineer

By F. B. Klaboe
F. B. Klaboe
Assistant Construction Engineer

FBK:bjh

cc: G. S. Paxson ✓
R. L. Porter
L. P. Shaw (encs.)

RECEIVED
APR 19 1962
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
APR 17 1962

FOR FILING

[illegible]

5762

April 17, 1962

Mr. C. C. Polk
Division Engineer
Bureau of Public Roads
477 Cottage St. N. E.
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 15 covering slope repair at 19th Ave. structure on the S.W. Lowell St.-S.W. 11th Ave. Unit, Harbor Drive-Washington County Line Section of the Pacific (R. N. Baldock Freeway) Highway in Multnomah County, Contract No. 5762, in connection with Federal Aid Project No. I-5-6(5)298.

Slope paving at the ends of the 19th Ave. structure was eliminated due to noncompletion of the fills under Contract No. 5110. The slopes have eroded to such an extent that it is necessary to backfill and grade them so the paving on the slopes can be done.

The work has been verbally approved by the B.P.R. District and Area Engineer.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

Enc.

DBP:cr

RECEIVED
APR 17 1962
FOR FILING
5762

April 17, 1962

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
477 Cottage St. N. E.
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 14 covering soil sterilant on the S.W. Lowell St.-S.W. 11th Ave. Unit, Harbor Drive-Washington County Line Section of the Pacific (R. H. Baldock Freeway) Highway in Multnomah County, Contract No. 5762, in connection with Federal-Aid Project No. I-5-6(5)298.

Grading was done under a previous contract. In order to prevent grass and weeds growing through the asphaltic concrete, it is deemed necessary to sterilize the soils.

The work has been verbally approved by the District and Area Engineers.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

Enc.
DBP:cr

RECEIVED
.PR 18 1962
FOR FILING

[illegible]

5762

9

Morgan

ROY L. HOUCK SONS' CORPORATION
HEAVY CONSTRUCTION CONTRACTING
1585 20th STREET N. E.
SALEM, OREGON
JUstice 1-1398

April 16, 1962

State Highway Engineer
Of the State of Oregon
State Highway Commission
Of the State of Oregon
State Highway Office Building,
Salem, Oregon

Re: Contract No. 5762
Pacific Highway (R. H.
Baldock Freeway)
S. W. Lowell Street-
S. W. 11th Avenue Unit
Harbor Drive-Washington
Co. Line
Paving and Signing

Dear Sirs:

This letter and its enclosures will supplement our notice to you of November 30, 1961, (in the form of our letter to you of that date) concerning our claim for additional compensation by reason of extra expenses and losses incurred by us in the performance of the above-mentioned contract.

Enclosed herewith we submit to you copies of extra work not covered by contract evidencing some of such extra expenses and losses that we have incurred. We previously tendered the enclosed copies to the Resident Engineer, but our tender thereof has not been accepted by Mr. W. E. Maltby:

The enclosures represent only part of the extra expenses and losses sustained by us in consequence of the premature opening of the above-mentioned section of highway to public travel.

Yours very truly,

James E Houck

James E. Houck

JEH/pms

Porter

original To Morgan - with enclosures
4.18.62

RECEIVED
APR 9 1962
FOR FILING

5762

Form CD-121
UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street N. E.
Salem, Oregon

DATE: April 5, 1962

TO : Mr. Forrest Cooper
State Highway Engineer
Salem, Oregon

FROM : C. G. Polk, Division Engineer
Salem, Oregon

CGPolk

SUBJECT: Oregon I-5-6(19)295 Sign Revisions
Harbor Drive-Washington County Line Section

Mr. Morgan's letter of April 3 requested concurrence in signing changes outlined in an attached Oregon State Highway Department Inter-Department correspondence memo dated March 27, from Mr. F. B. Crandall.

The outlined changes are in agreement with the AASHO manual for Signing and Pavement Marking dated 1961, and are thereby approved.

Copies To:
Morgan
[illegible]
[illegible]
4-6-62

NOTED
R. L. PORTER

RECEIVED
APR 2 1962
FOR FILING

5762

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem 10, Oregon
March 27, 1962

To:

F. D. Morgan
Construction Engineer
BUILDING

SUBJECT Signing Revision
Harbor Drive-Washington County Line Section
Pacific Highway No. 1 (I-5)
Contract No. 5762

Recent developments and changes in signing policies will require revisions in signing of the above named section, as follows:

1. Ramp Speed Signing - Terwilliger Blvd. Interchange

Drivers using the southbound off-ramp at the Terwilliger Blvd. Interchange are experiencing difficulty because of the sharpness of the ramp curve.

In order to alleviate this situation, the speed rider below the curve symbol sign should be reduced to "15 MPH". These signs should also be moved to station "L^{S}T" 229+10, as shown on the attached drawing, S102, in order to provide a greater distance between this sign and the exit speed sign. In addition, to reduce the spread between the two advisory speeds, the exit speed should be reduced from 40 to 30 MPH, using the new standard W-1302-60 sign shown on the attached detail sheet, S5, rather than the now obsolete R-208-60 sign.

2. "GAS-FOOD-LODGING" Sign - Capitol Highway Interchange

A GAS-FOOD-LODGING" sign should be mounted below sign No. 2 as shown on the attached drawing S105. Additional steel members will have to be furnished and erected as shown. This Type 'B' sign shall be blue porcelain enamel background on extruded aluminum panels with reflectorized white removable legend. Specifications for blue porcelain enamel shall be the same as for green porcelain enamel except for color.

The existing "GAS-FOOD-LODGING" sign at this location should be removed and delivered to the Oregon State Highway Department Maintenance Shop at Milwaukie.

NOTED
TOM EDWARDS

3. Terwilliger Blvd. South - Terwilliger Blvd. Interchange

The legend "Blvd." should be relocated and "South" added to signs 9 and 10 as shown on the attached drawing S103. This will eliminate the apparent confusion now existing at this location, since traffic using the ramp for which these signs apply cannot proceed north on Terwilliger Blvd.

4. Southbound Exit Signs - Tigard Interchange

In order to provide more information regarding southbound destinations accessible from this interchange, additional signs and revisions are required as shown on the attached drawings, S106 and S107. Concurrence in the sign changes has been obtained from McMinnville, Tigard and Newberg interests.

The new height of sign 4 will require longer sign and luminaire support arms. These structure changes have been approved by the Bridge Division.

5. Route Shield Revision - Entire Section

Elimination of the US Route 99 designation from the Harbor Drive-Washington County Line Section will require the following revisions as indicated on the attached drawings, S100, S103, S105, S107, and S108:

S100 - Signs #2, #4, #14, and #16 - Replace US99 shield with US99W shield.

Signs #5, #12, and #19 - Remove US99 shield and adjacent arrow and center I-5 shield and adjacent arrow under "SOUTH".

Sign #9 - Remove US99 shield and center I-5 and ORE43 under "SOUTH" as dimensioned.

Sign #10 - Remove US99 shield and center "SOUTH" with I-5 shield and 'EAST' with US26 shield as dimensioned.

Sign #21 - Remove US99 shield and center I-5 shield under "SOUTH".

Signs #22, #23, and #24 - Remove US99 shield and center I-5 and ORE43 shields.

S103 - Sign #11 - Remove US99 shield and center I-5 shield over arrow. Signs #13, #16, #17, #19, and #20 - Remove US99 shield and center I-5 shield.

S105 - Signs #4, #5, #6, #7, #8, #9, #10, #15, and #18 - Remove US99 shield and center I-5 shield.

Signs #16 and #17 - Remove US99 shield and replace with the US99W shield.

Sign #20 - Remove US99 shield.

S107 - Signs #5, #10, #11, #12, #19, #20, and #21 - Remove US99 shield and center I-5 shield.

Sign #9 - Remove US99 shield and adjacent arrow and center I-5 shield and adjacent arrow as dimensioned.

S108 - Sign #3 - Replace US99 shield with a US99W shield.

All salvaged materials not used in this revision should be delivered to the Oregon State Highway Maintenance Shop at Milwaukie.

6. Ramp Speed Signing - Northbound Macadam Avenue Off-ramp.

The signing plans for the above named section do not provide for an Exit Speed Sign at the Northbound Macadam Avenue Off-ramp. Due to the existing conditions at this ramp, there is an immediate need for the installation of such a sign.

An "EXIT 35 MPH" sign, number W-1302-60, should be installed as shown on the attached drawings, S5 and S101.

Would you have the work as listed under the above six items accomplished under the existing contract. The total estimated cost of this work is $3,000.

Any exposed rivet holes in Type 'A' signs shall be plugged and refinished.

It is assumed that all previous plans and specifications changes have been complied with and will be applicable to these revisions unless revised by same.

With the exception of item three, preliminary approval for all the above work has been obtained from the Bureau of Public Roads; however, formal approval must be granted before initiating respective items of work. Additional copies of the plans have been included for submission to the Bureau.

Original Signed by
F. B. CRANDALL

F. B. Crandall
Traffic Engineer

MJD:mgm
Attachments
cc: Tom Edwards ✓

RECEIVED
MAR 23 1962
FOR FILING

5762

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

March 26, 1962

Coast Electric & Mfg. Co.
1733 NE Seventh Avenue
Portland, Oregon

Gentlemen:

The attached working drawing for weatherproof service cabinets on the Harbor Drive-Washington County Line Section, Contract No. 5762, has been checked and is approved as stamped.

Very truly yours,

Tom Edwards
Assistant State Highway Engineer

By Original Signed by
F. B. CRANDALL

F. B. Crandall
Traffic Engineer

Attachment
MD:pk
bc: Tom Edwards
Lloyd Shaw
W. E. Maltby
R. E. Rennells

RECEIVED
APR 4 1961
FORM E-90X 50M 2-60 26119

FOR FILING

[illegible]
5762

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 23, 1961

SUBJECT:

To:

MEMO TO THE FILE

On Wednesday, March 22nd I inspected the slide between the Baldock Freeway and Barbur Boulevard in the vicinity of Slavin Road. Some of the holes drilled by the Geologist's crew to determine rock depth were showing a considerable depth of water.

I am not approving the Extra Work Order to excavate the deep trench and construct the new retaining wall on rock foundation at this location, but have instead directed Mr. Decker to get an 8-inch auger and drill in a series of horizontal drills on spacing not to exceed 10 feet horizontally to bleed out as much of the water from this area as is possible.

Tom Edwards
Construction Engineer

TE:jw

cc Forrest Cooper
Lloyd Shaw
G. L. Decker
F. B. Klaboe

NOTED
FORREST COOPER

RECEIVED
1961
STATE HIGHWAY ENGINEER

RECEIVED
MAR 19 1932
FOR FILING

Salem, Oregon
March 12, 1962

Mr. Forrest Cooper

I attach two prints of the Slavin Road slide area having a bearing on the request of Paul Northrop to buy some of this property. I have hachured in red on one print what I believe to be the area in which Mr. Northrop is interested.

You will note from Mr. Shaw's correspondence, he wishes to reserve the portion shaded in red as possible future slide protection. The amount left as excess then is quite small, and I must, therefore, recommend that we do not sell it since it would not seem prudent to attempt to sell property too closely around the slide area.

Tom Edwards
Assistant State Highway Engineer

TE:me
attach.
cc Mr. G. S. Paxson
Mr. Lloyd Shaw

FORM E-90 80M 7-60 29395

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 12, 1962

SUBJECT:

To: Mr. Forrest Cooper

I attach two prints of the Slavin Road slide area having a bearing on the request of Paul Northrop to buy some of this property. I have hachured in red on one print what I believe to be the area in which Mr. Northrop is interested.

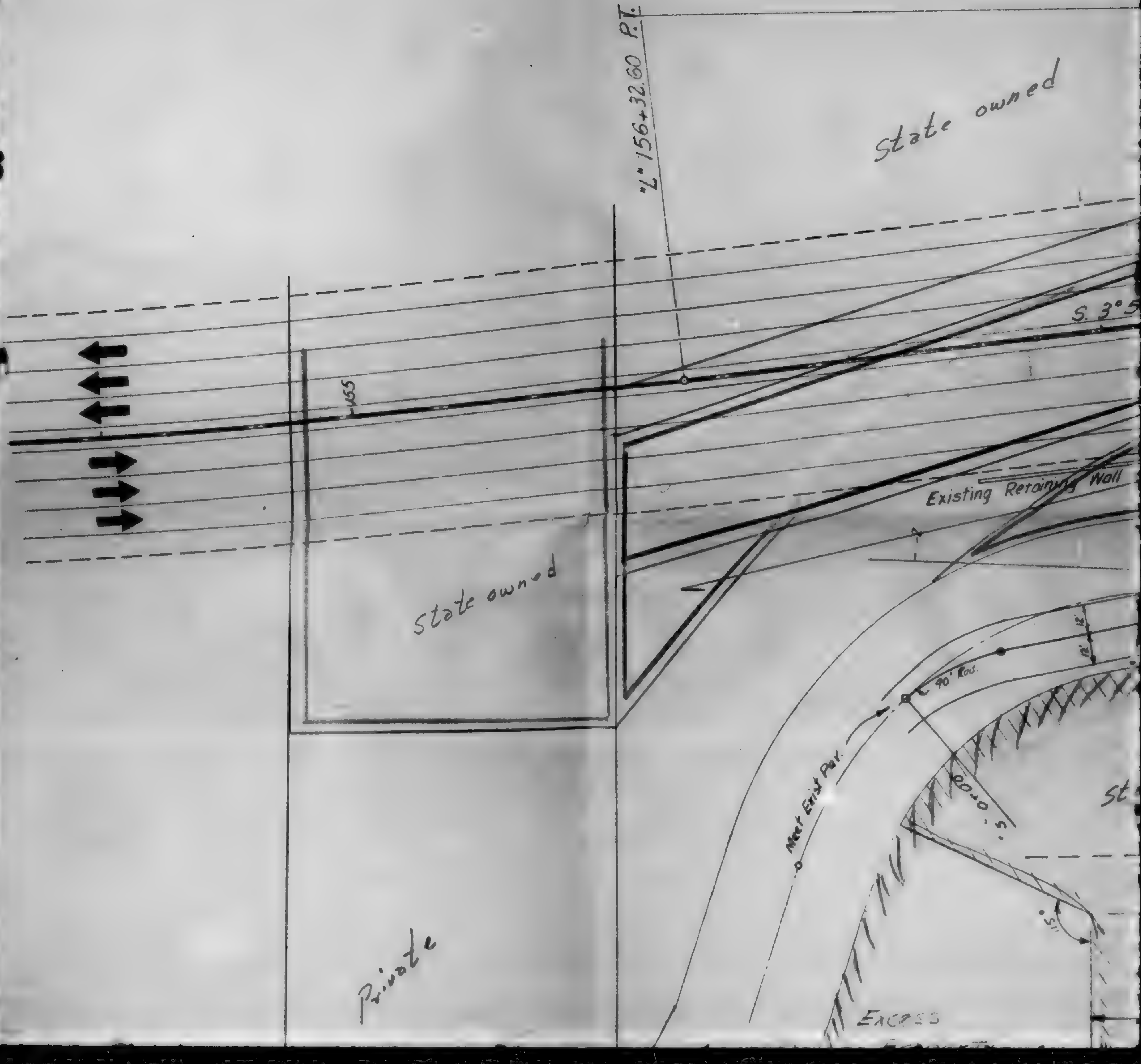
You will note from Mr. Shaw's correspondence, he wishes to reserve the portion shaded in red as possible future slide protection. The amount left as excess then is quite small, and I must, therefore, recommend that we do not sell it since it would not seem prudent to attempt to sell property too closely around the slide area.

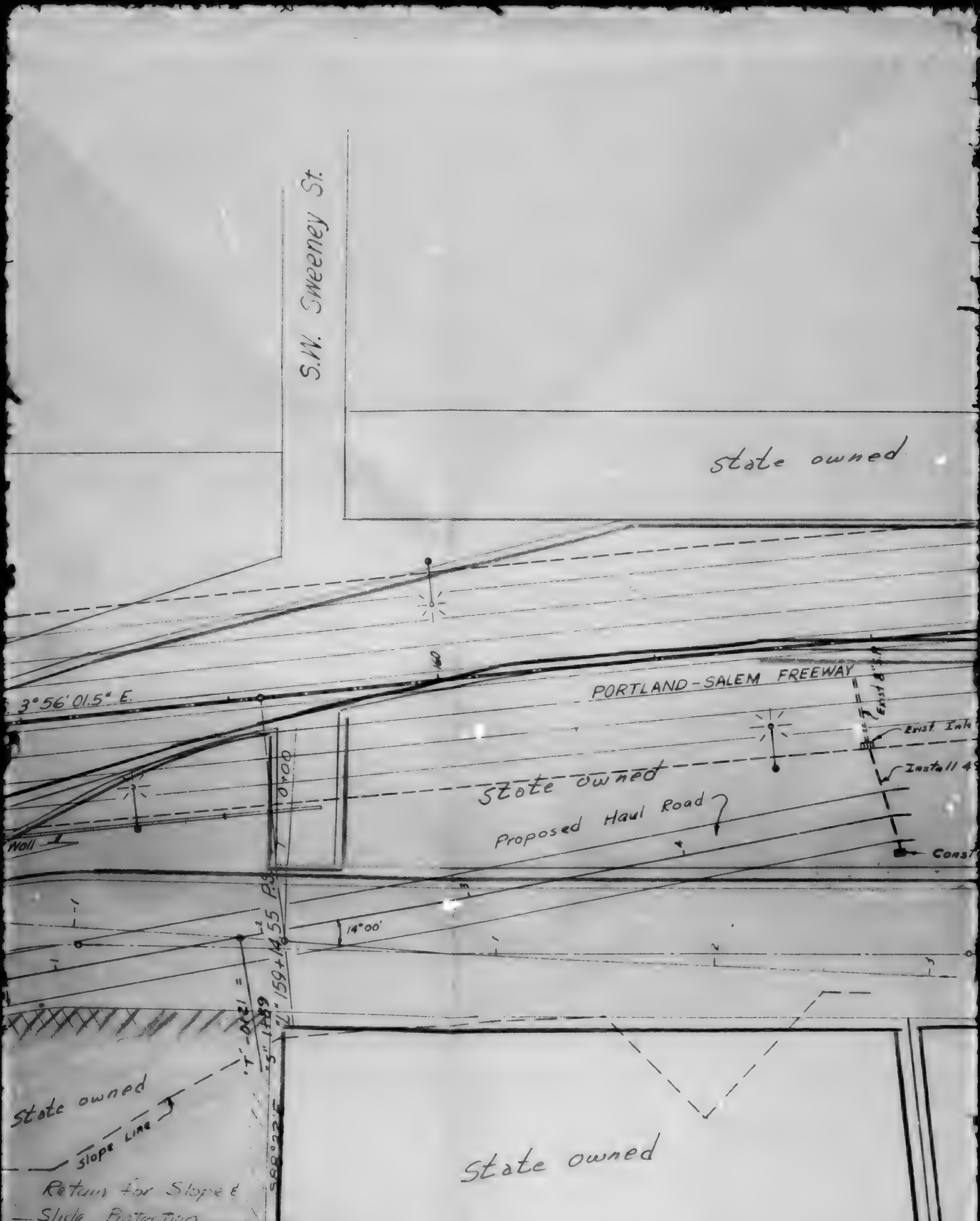
Tom Edwards
Tom Edwards
Assistant State Highway Engineer

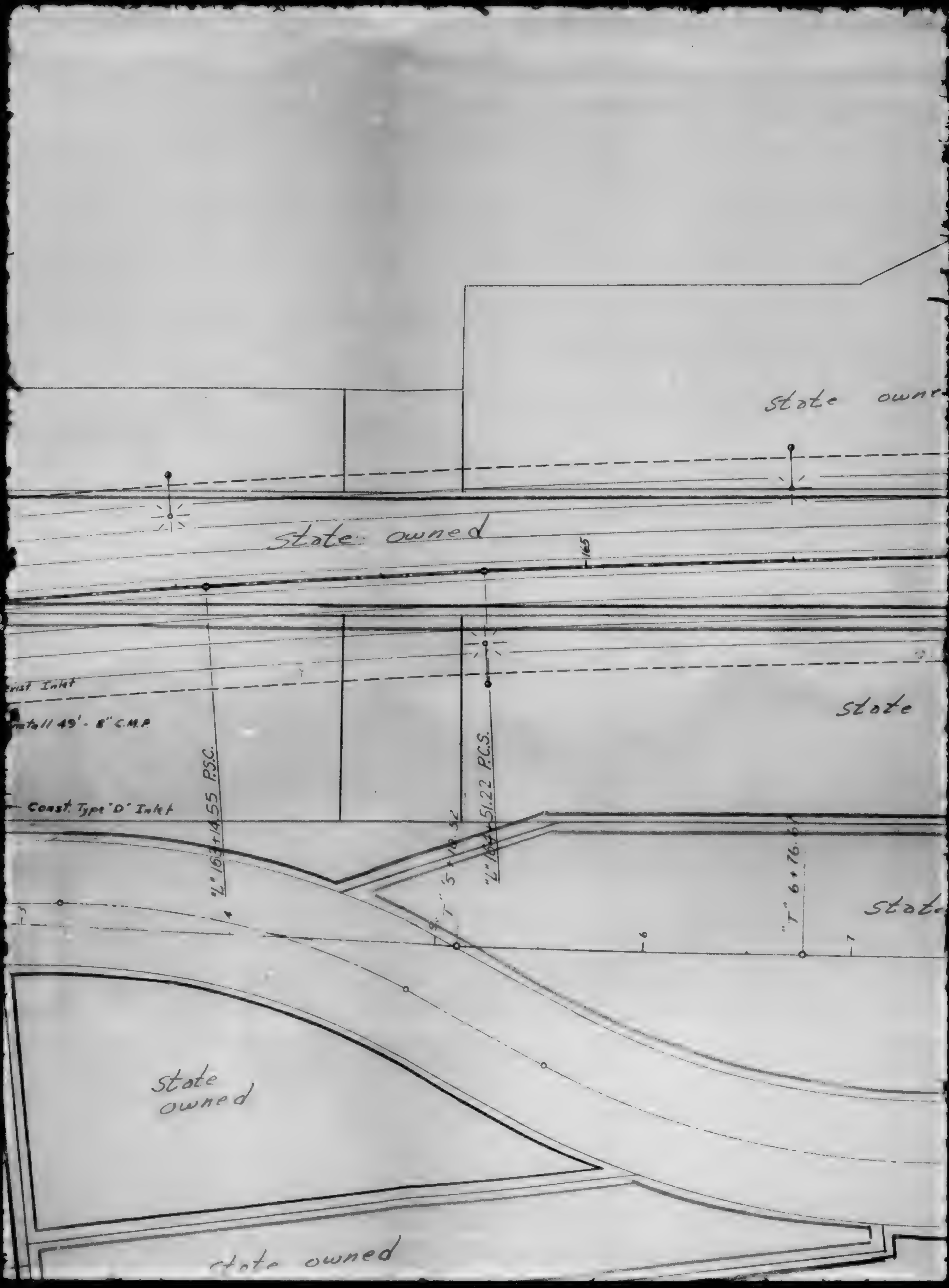
TE:ms
attach.
cc Mr. G. S. Paxson
Mr. Lloyd Shaw

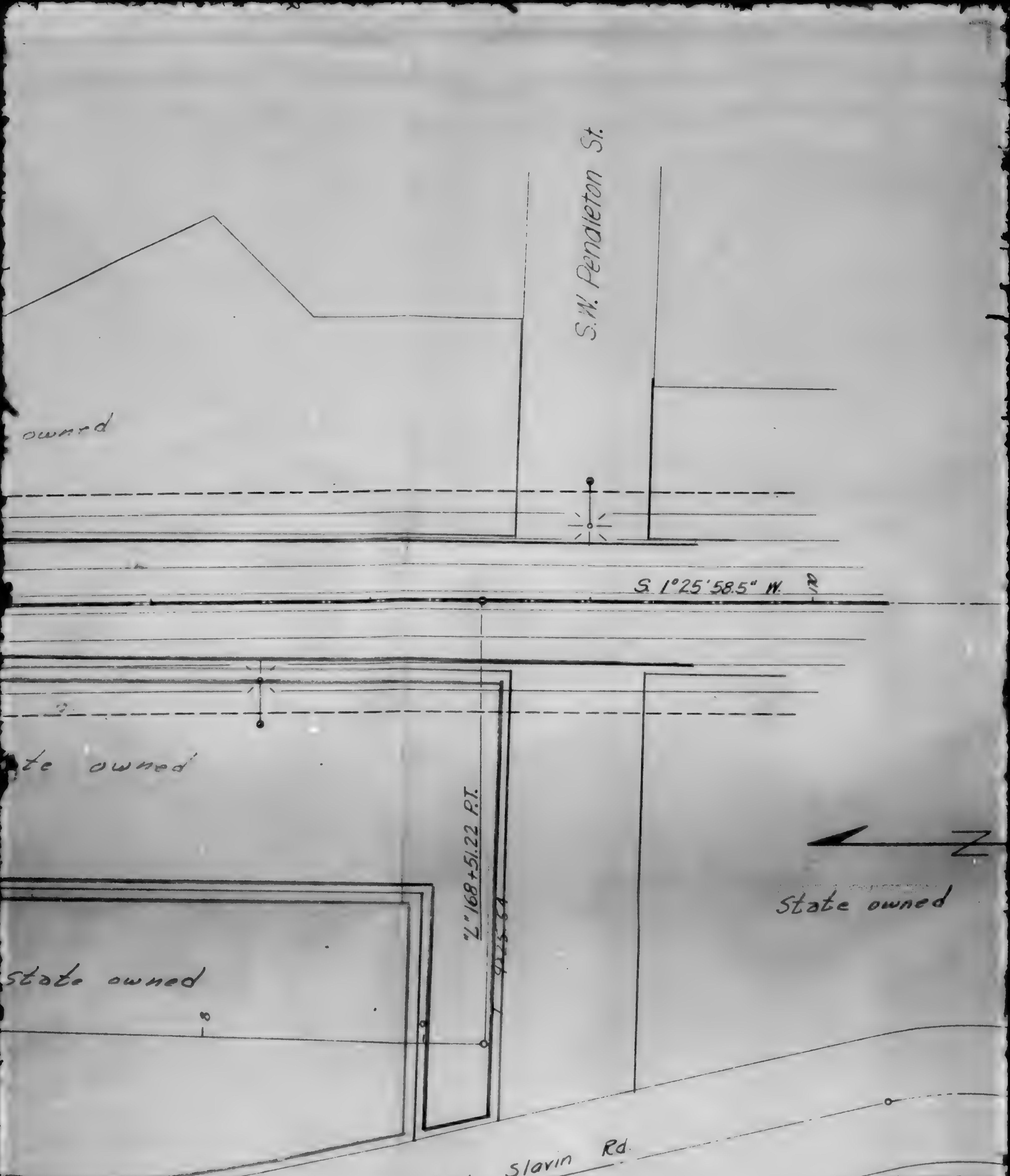
[illegible]
Lets talk

Complete
File

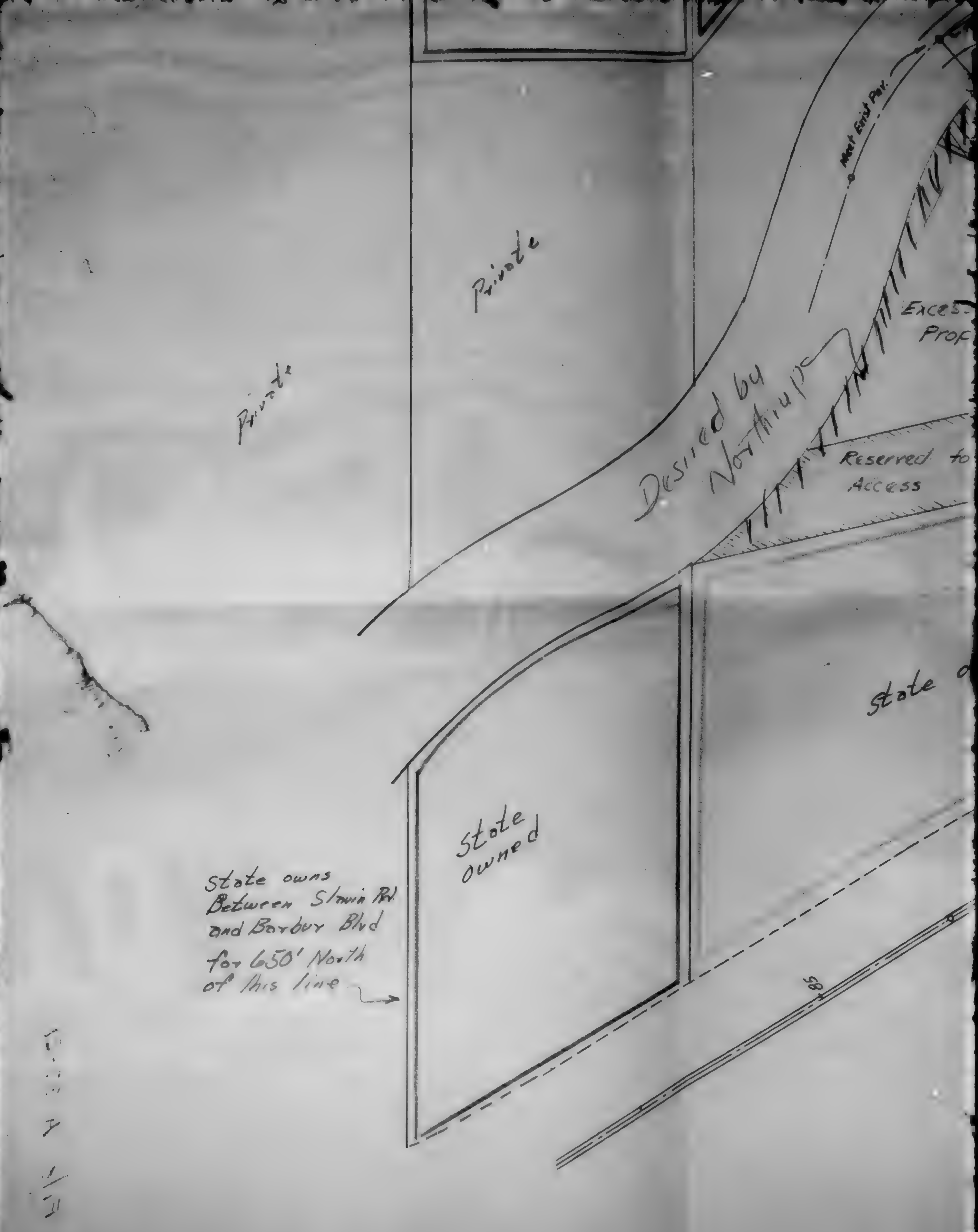

"L" 156+32.60 P.T.
State owned
S. 3°5
155
Existing Retaining Wall
State owned
90' Rad.
12' 12'
Meet Exist Pav.
0+00
5'
15'
St
Private
Excess


S.W. Sweeney St.
state owned
3°56'01.5" E.
160
PORTLAND-SALEM FREEWAY
Exist 8"
Exist. Ink
Install 4
Const
State owned
Proposed Haul Road
Wall
0+00
159+14.55 P.S.
14°00'
1
2
3
"T"-20.21 =
"S" 17.89
S88°22'E
State owned
Slope Line
Return for Slope &
Slide Protection
R/W File
31827
125
State owned
②

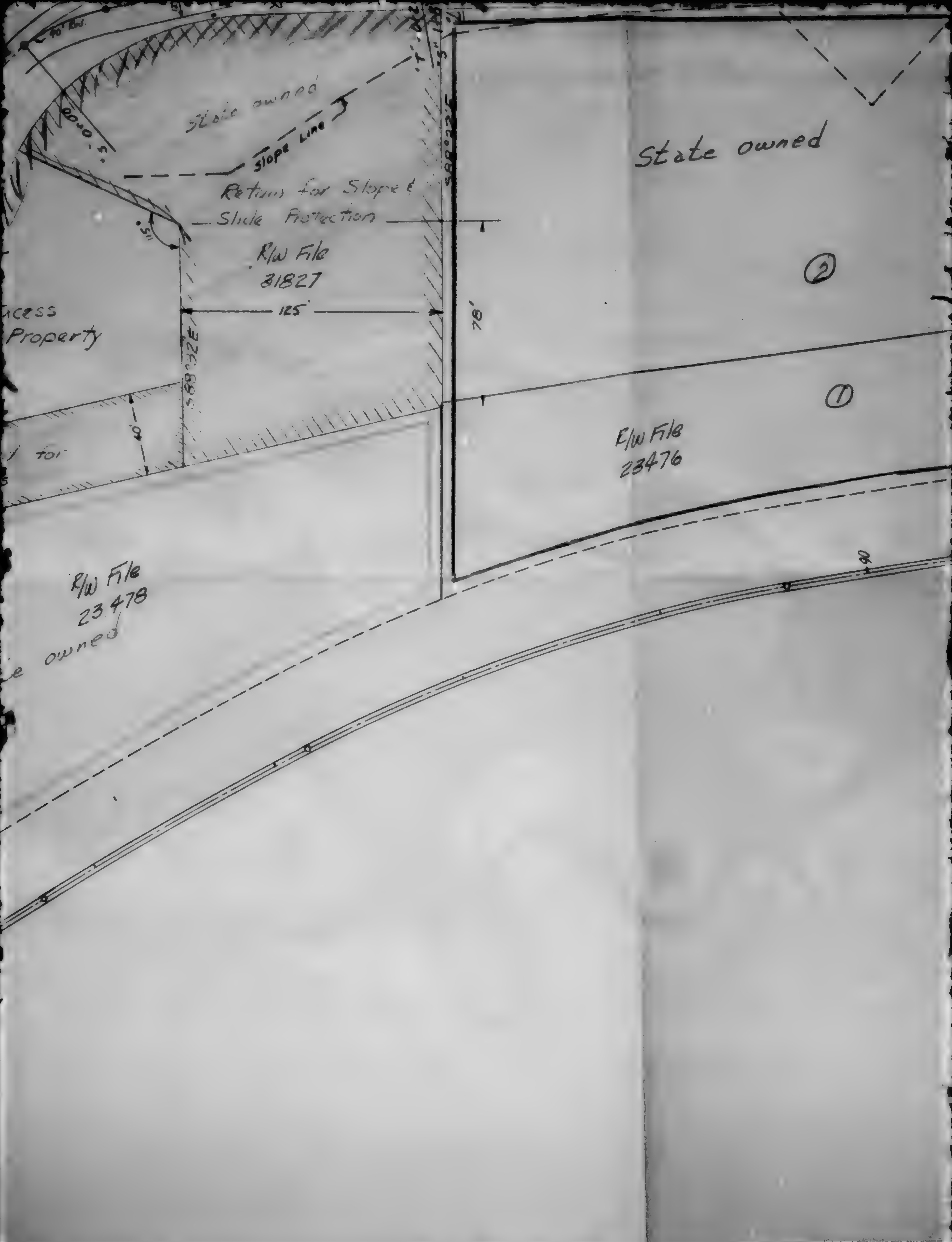

state owne
state owned
165
xist. Inlet
nstall 49' - 8" C.M.P.
Const. Type "D" Inlet
"L" 163+14.55 P.S.C.
"T" 5+18.52
"L" 164+51.22 P.C.S.
"T" 6+76.6
state
stat
3
4
6
7
state owned
state owned

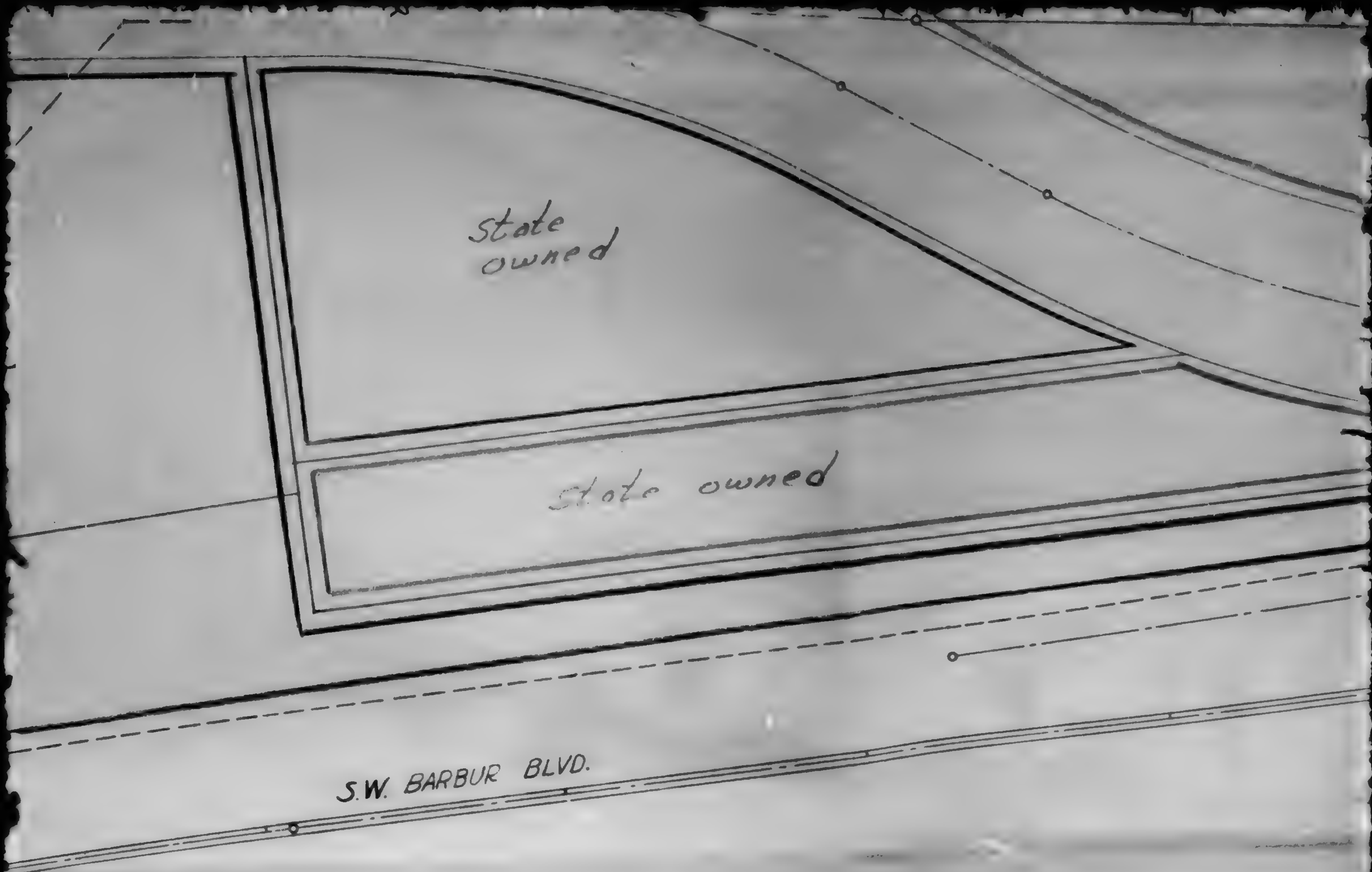

S.W. Pendleton St.
owned
S. 1°25'58.5" W.
te owned
"L" 168+51.22 P.T.
9+23.64
State owned
state owned
S.W. Slavin Rd.
State owned
state owned

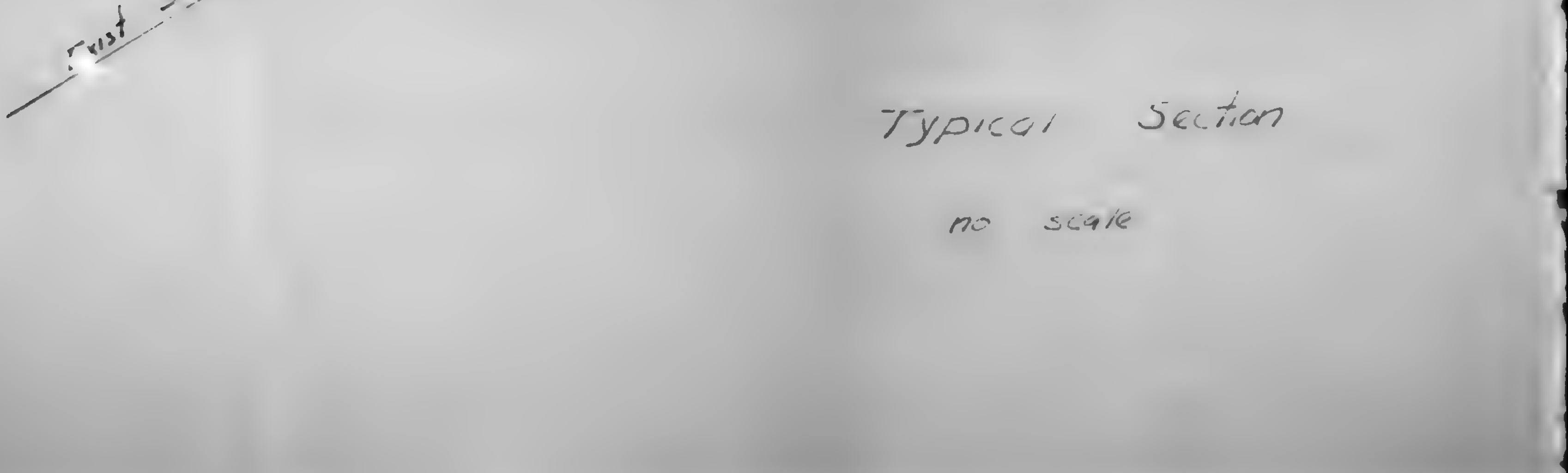
°25'58.5" W.
10
State owned
State owned
00



State owns
Between Slavin Rd
and Barbur Blvd
for 650' North
of this line

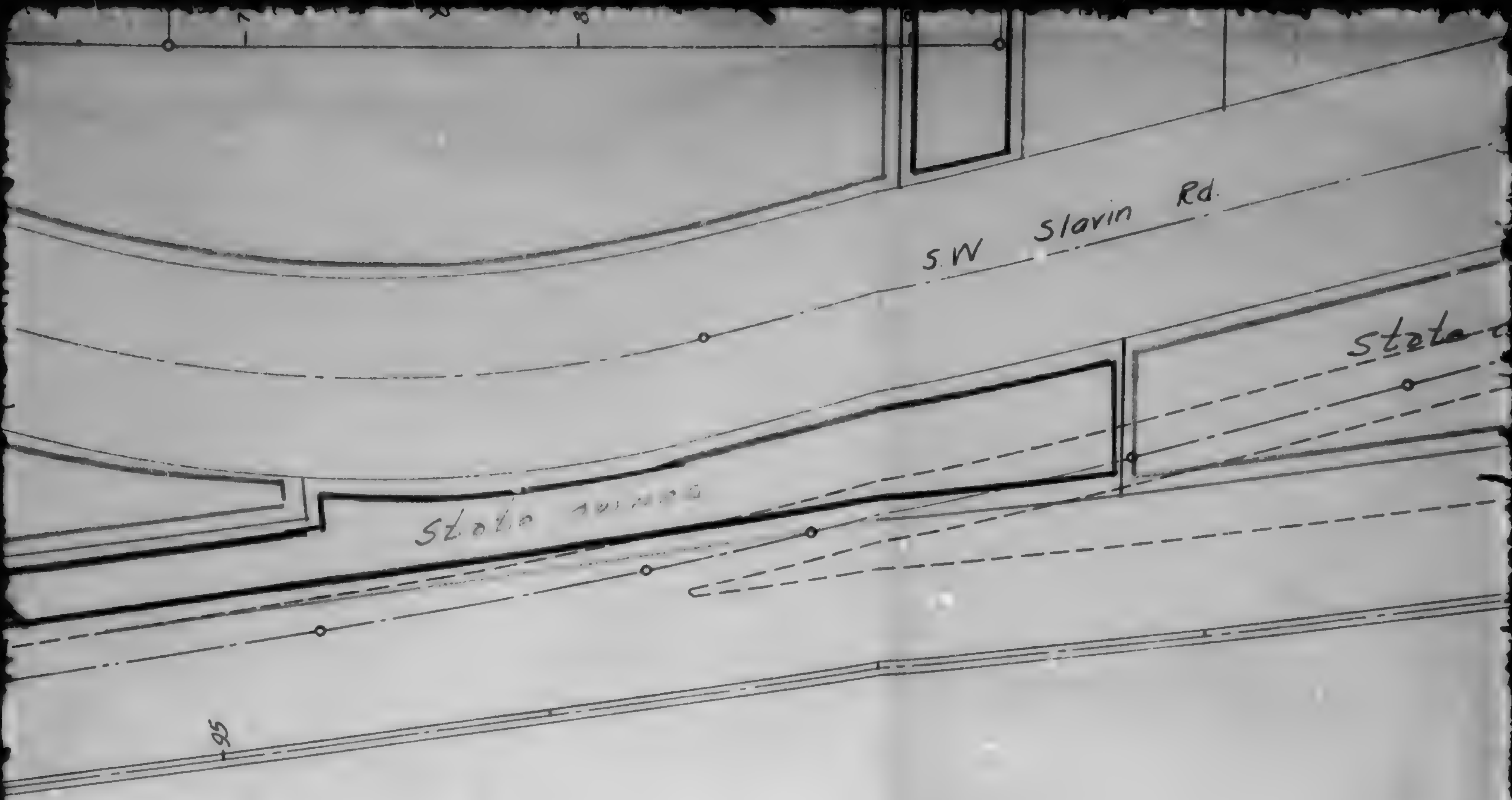

40' Bus.
20+00 S.
State owned
Slope Line
Return for Slope & Slide Protection
115°
R/W File 31827
125'
Excess Property
S88°32'E
S88°22'E
78'
40'
for
State owned
②
①
R/W File 23476
R/W File 23.478
e owned
90

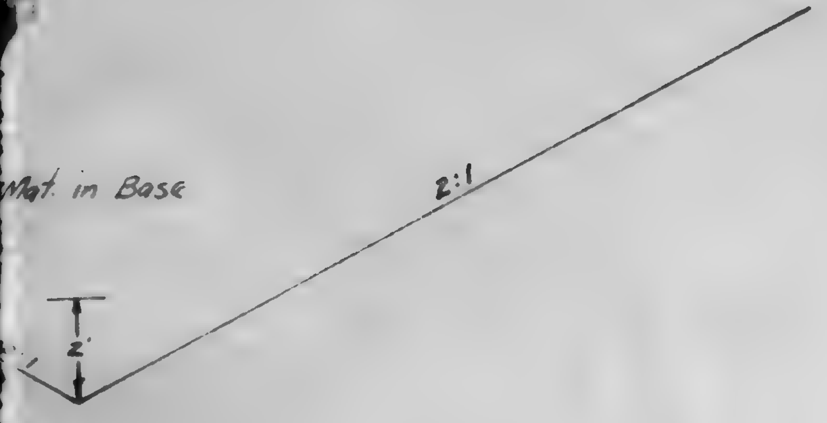




Typical Section

no scale





Sketch Of

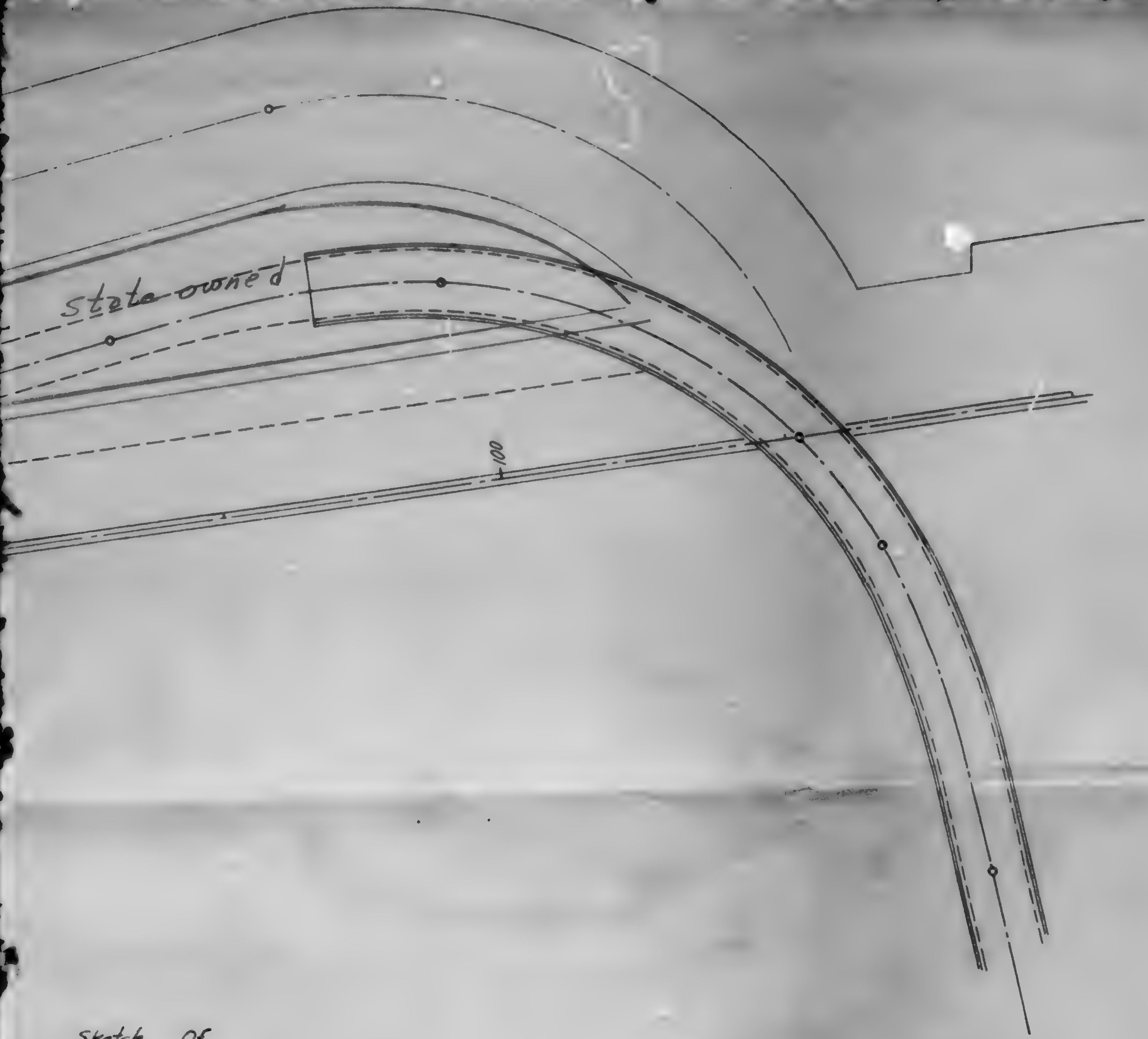
PROPOSED HA

Lowell Street - 11

Portland - Salem

L. P. Shaw, Metro. Engr.

Scale 1" = 50'



Sketch Of

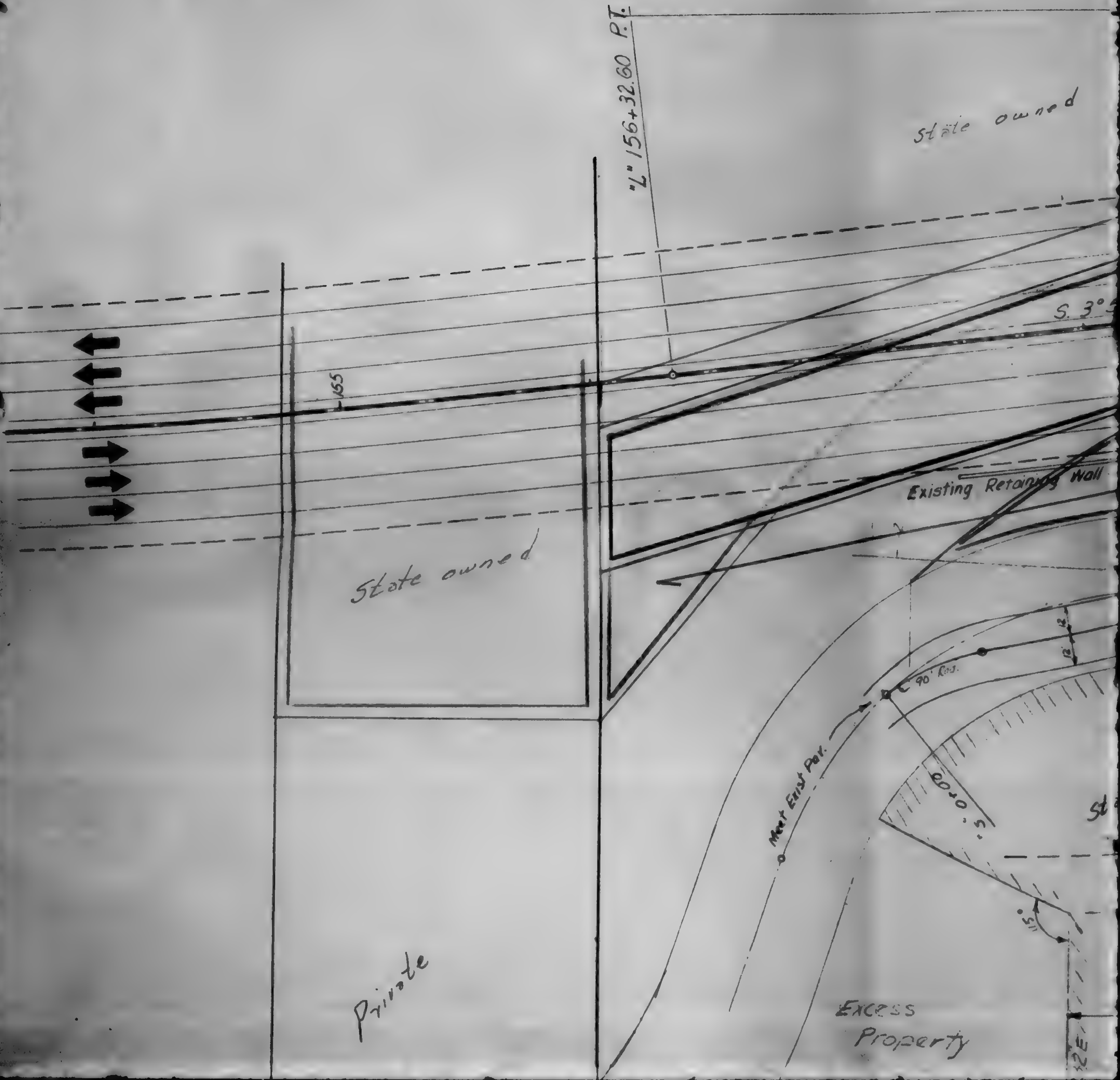
OSED HAUL ROAD

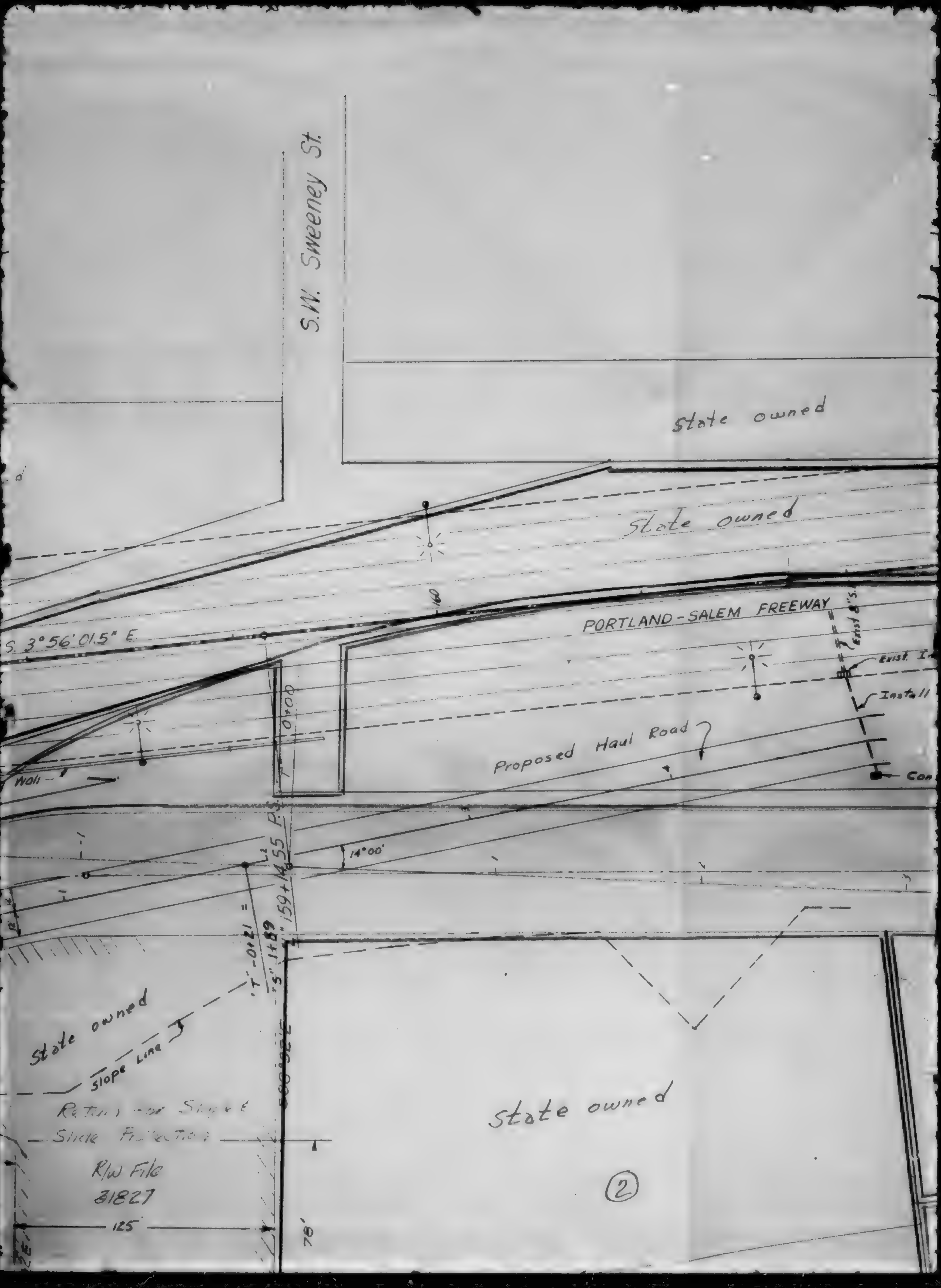
Street - 11th Ave Sec.

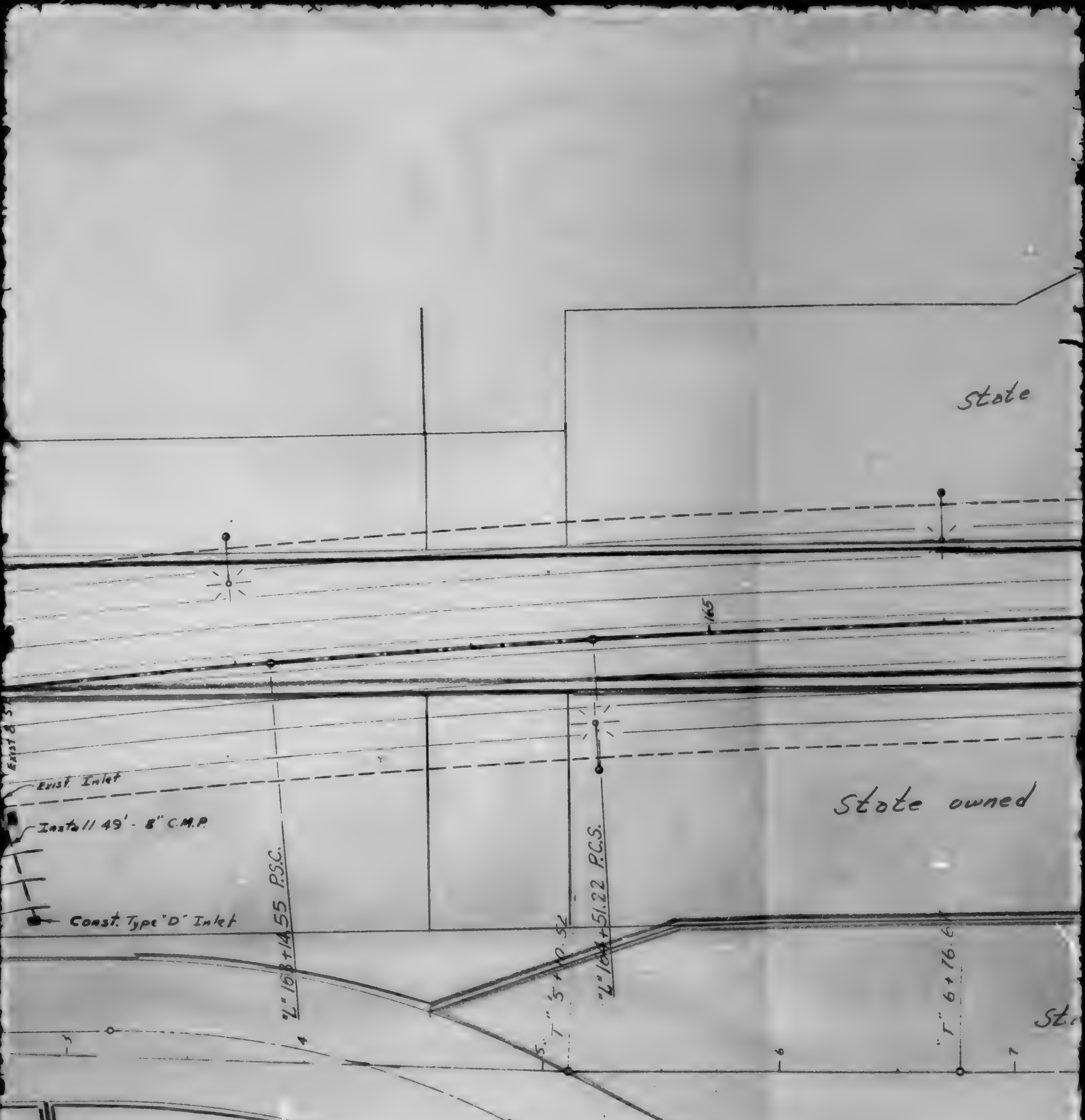
tland - Salem Freeway

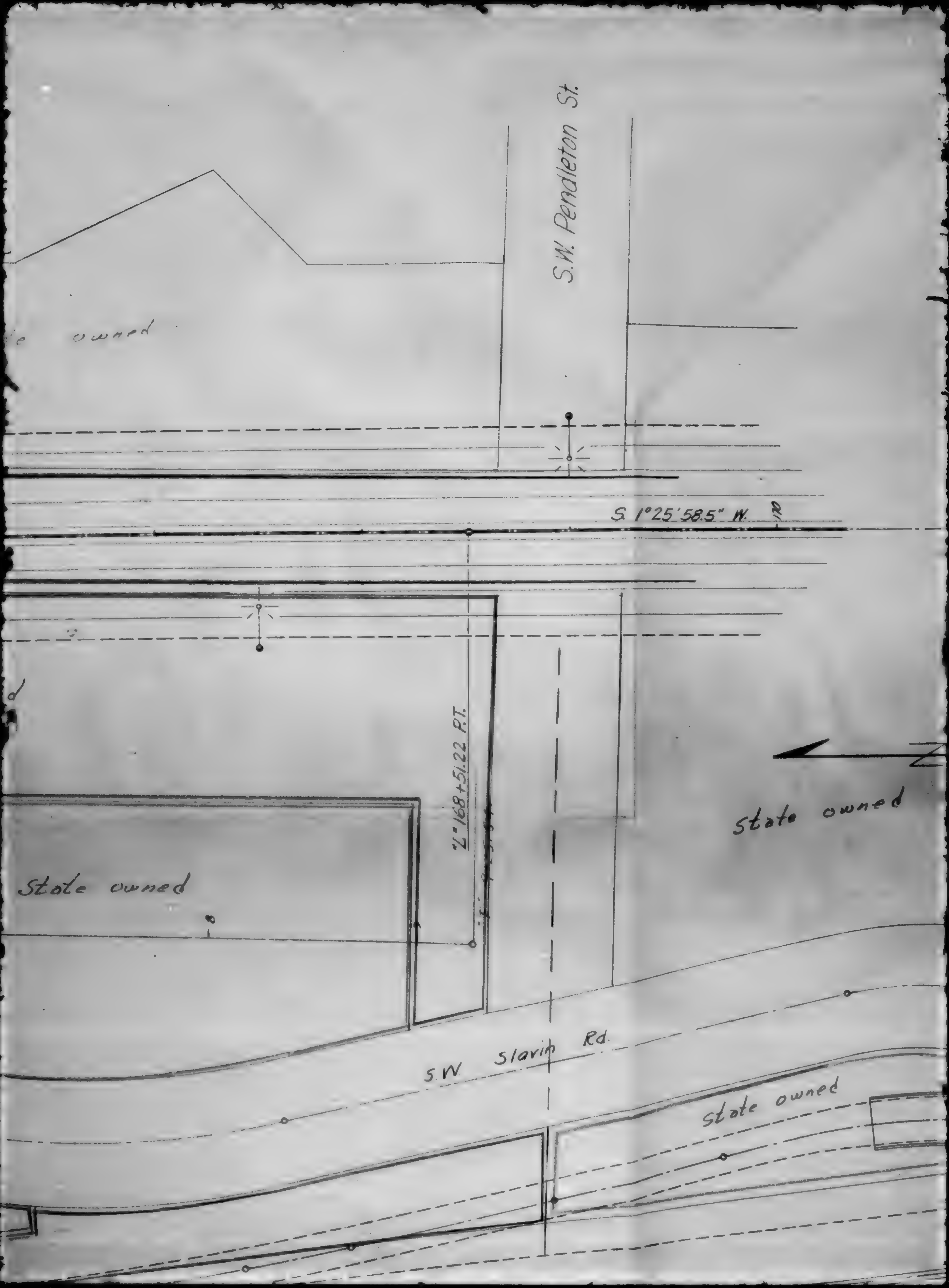
Metro. Engr. 12-27-61

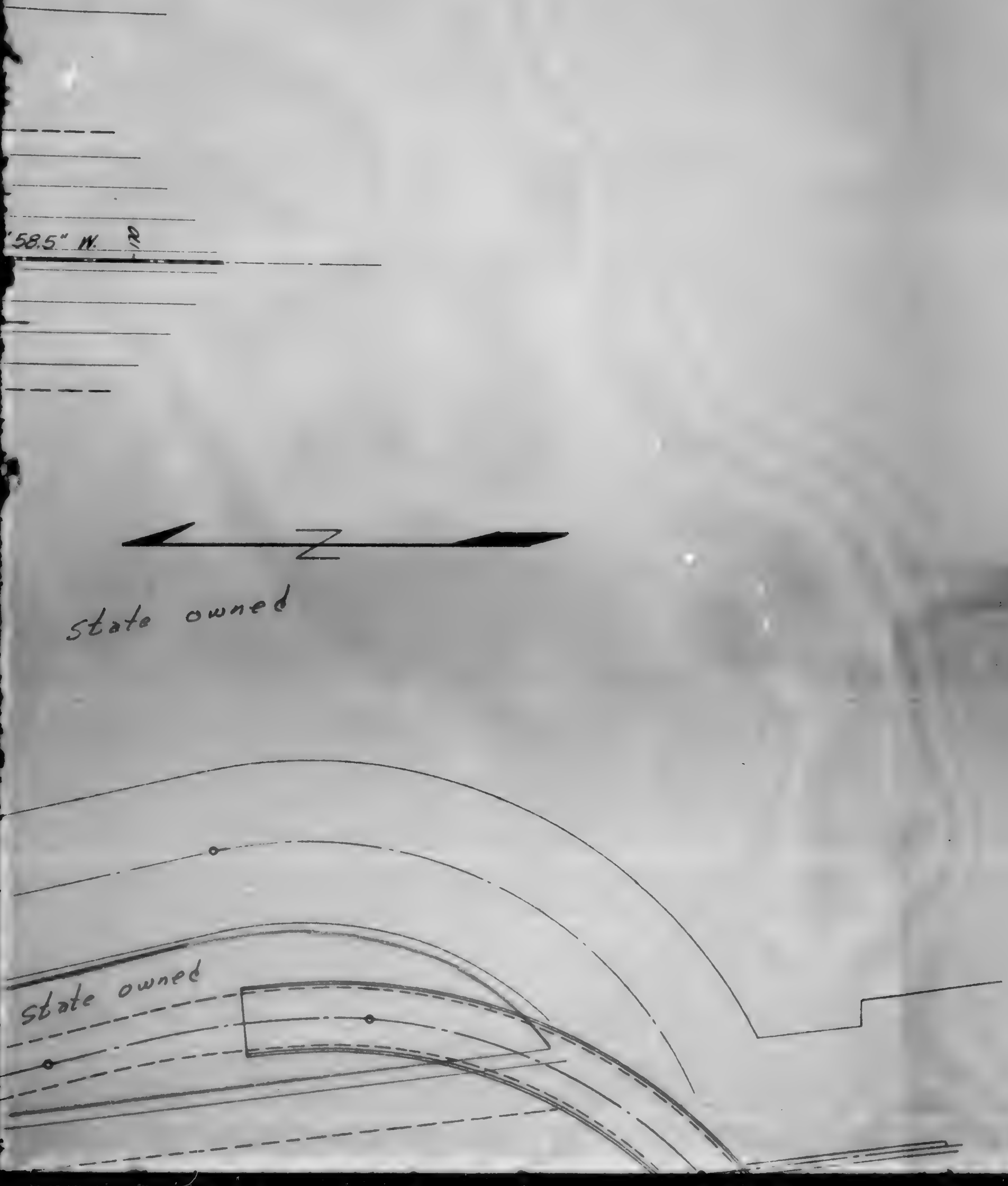
Scale 1" = 50'

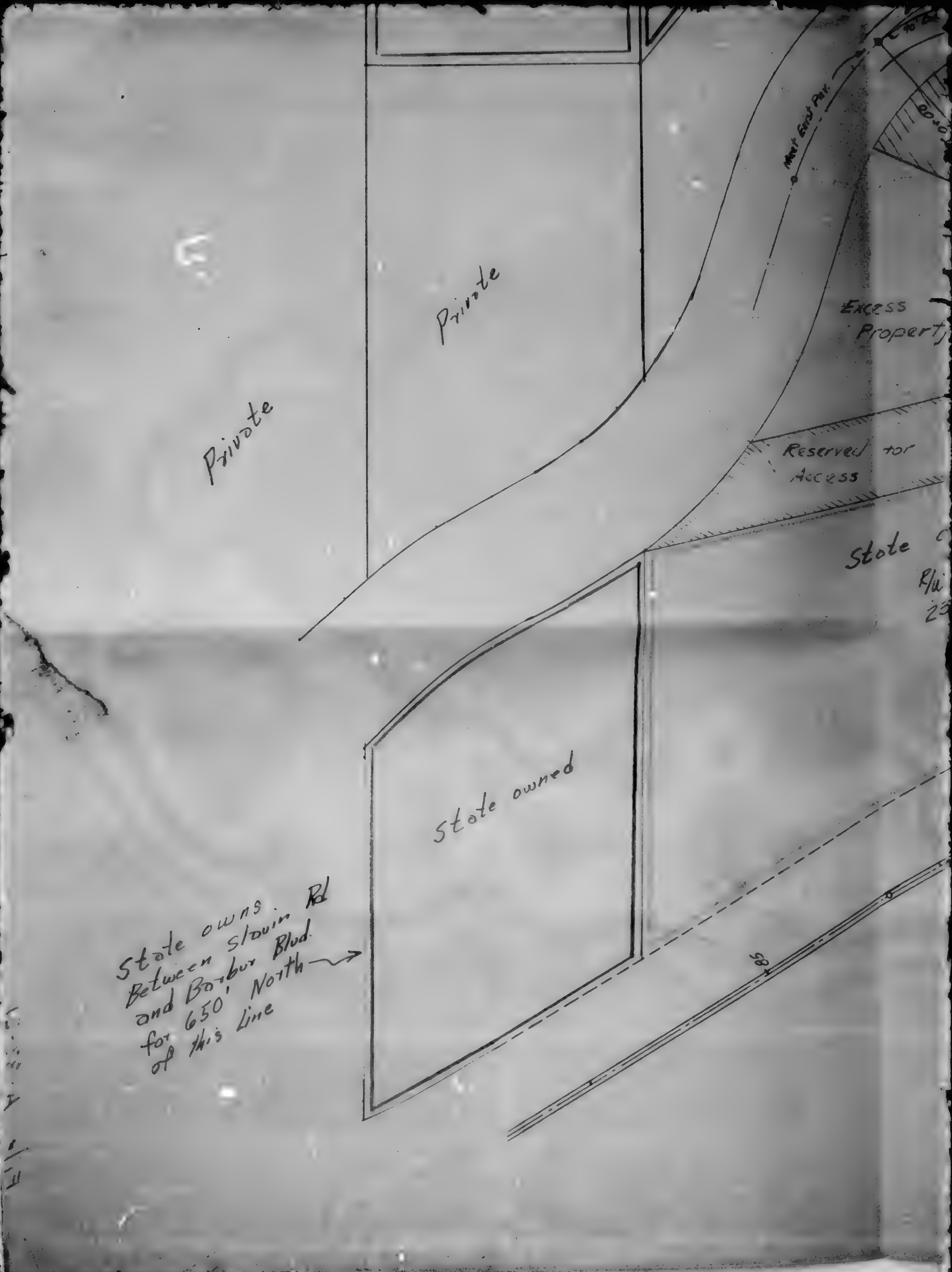

"L" 156+32.60 P.T.
State owned
S. 3°
155
Existing Retaining Wall
State owned
12
12
90' Rad.
Meet Exist Pav.
5.0+09
St
115°
Private
Excess Property
32E


S.W. Sweeney St.
State owned
State owned
S. 3°56'01.5" E.
160
PORTLAND-SALEM FREEWAY
Exist 8"S.
Exist. I
Install
Con
0+00
Proposed Haul Road
Wall
14°00'
"T" -0+21 =
"S" 1+89
"L" 159+14.55 P.S.
State owned
Slope Line
Retain for Slope &
Slide Protection
R/W File
31827
125'
78'
State owned
②

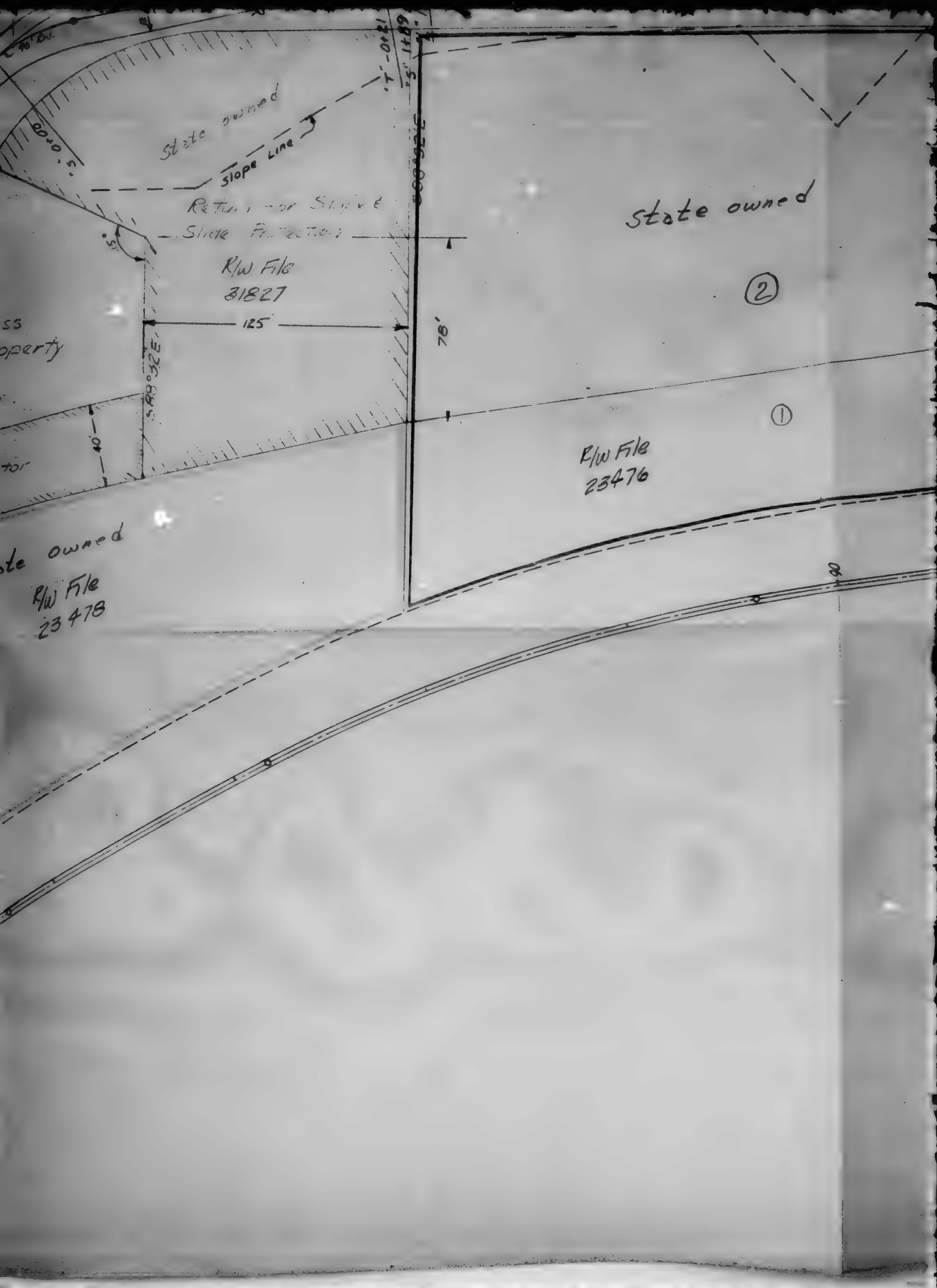

State
165
Exist. & S
Exist. Inlet
Install 49' - 8" C.M.P.
Const. Type "D" Inlet
"L" 168+14.55 P.S.C.
"L" 164+51.22 P.C.S.
"T" 5+10.52
"T" 6+76.6
State owned
St
3
4
5
6
7
State owned
State owned


e owned
S.W. Pendleton St.
S. 1°25'58.5" W.
d
"Z" 168+51.22 P.T.
state owned
State owned
S.W. Slavin Rd.
state owned

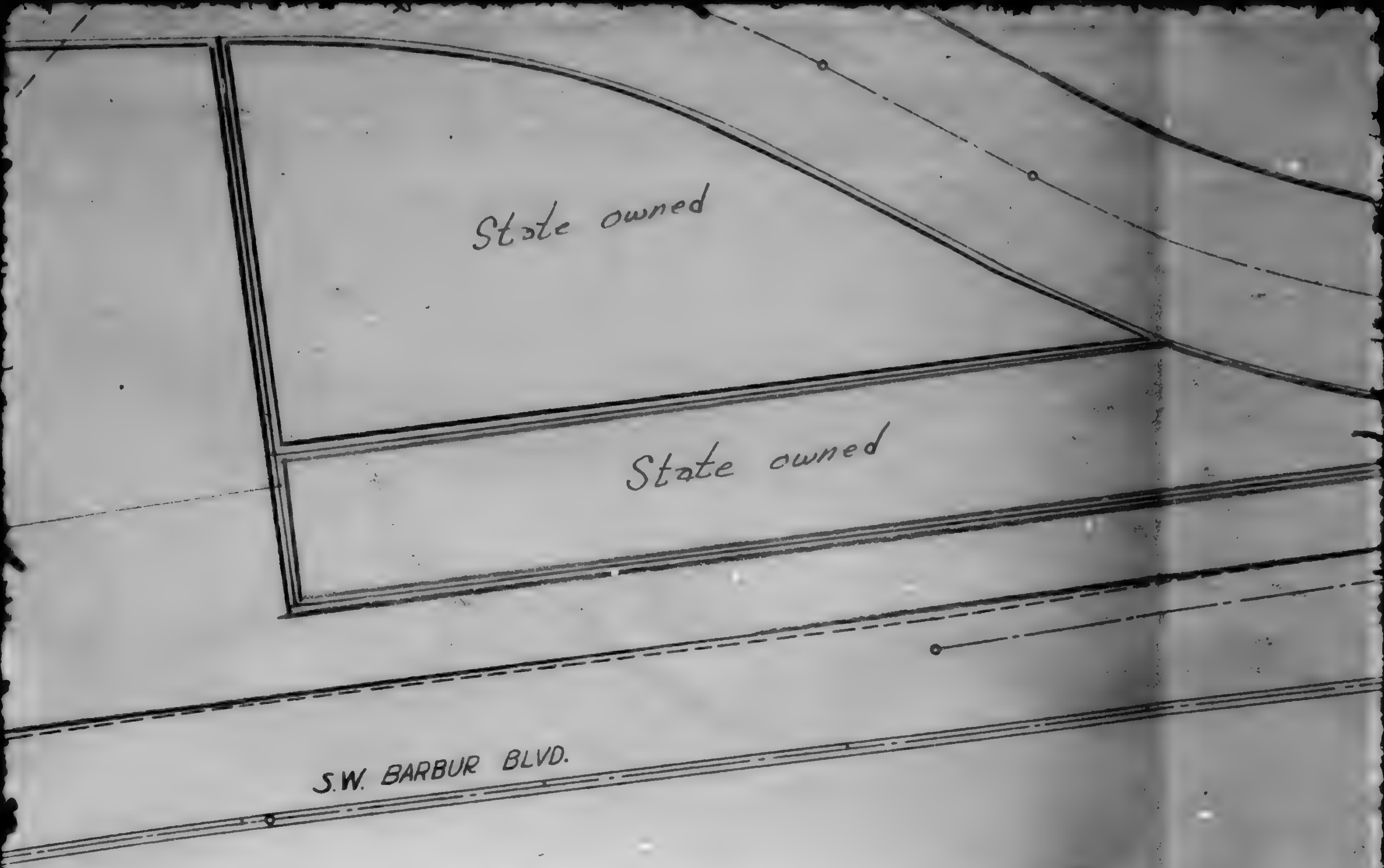

'58.5" W.
state owned
state owned

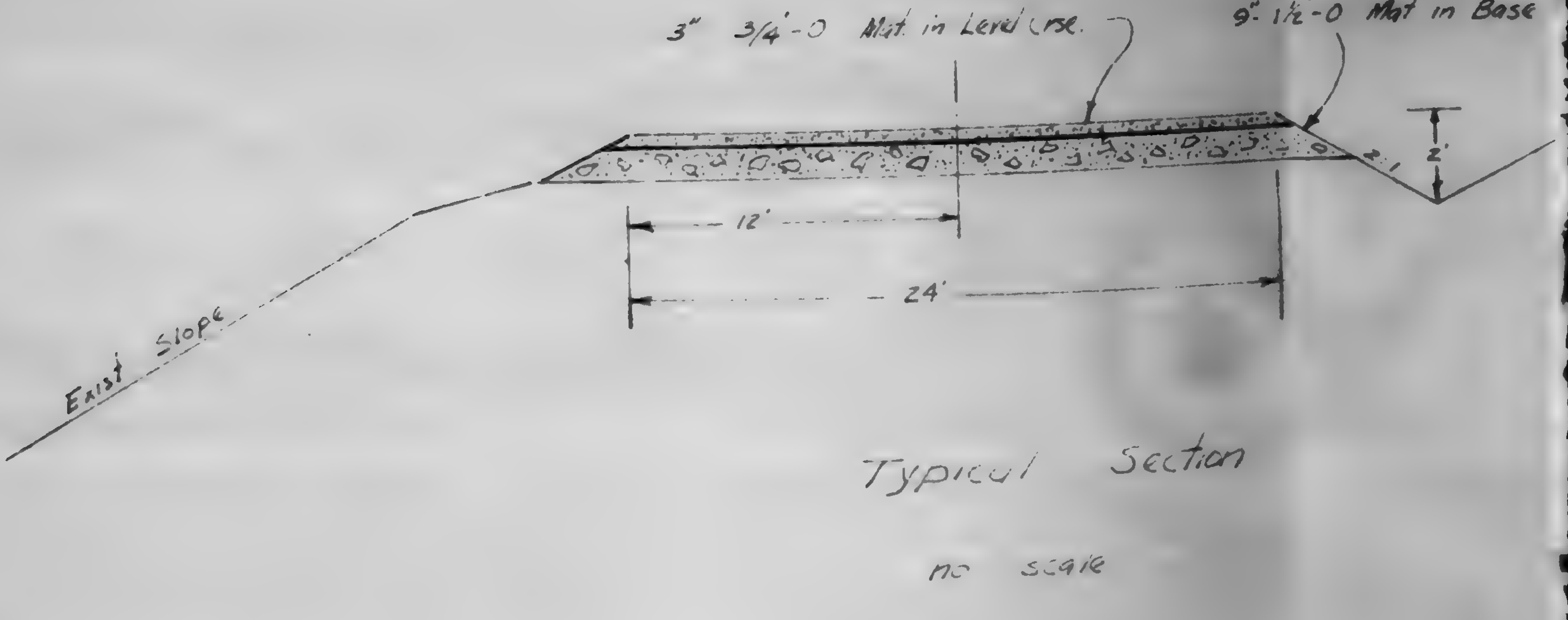


State owns
Between Slovin Rd
and Barbur Blvd
for 650' North
of this Line



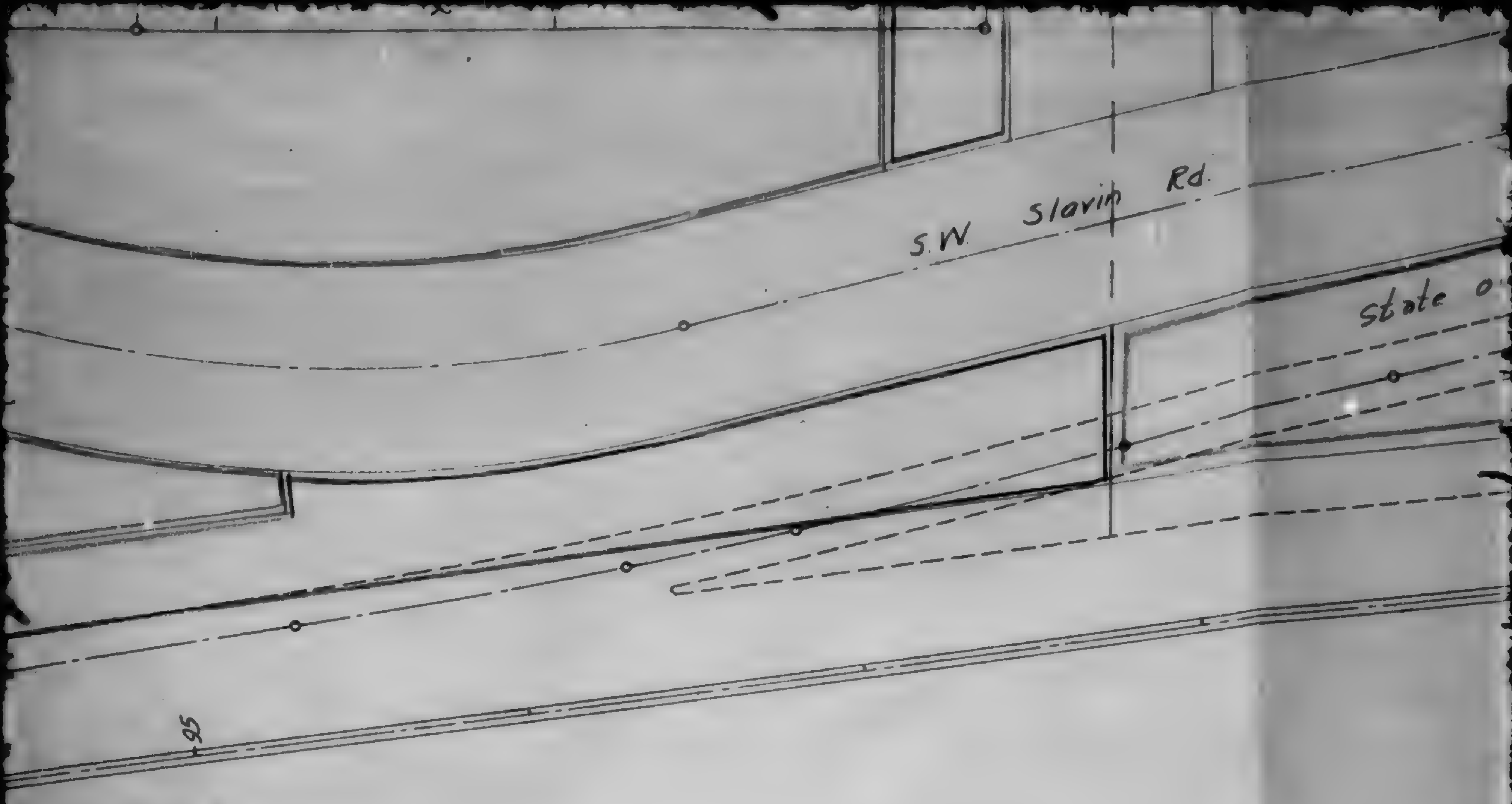
90' Rad.
5' 0+00
State owned
Slope Line
'T' -0+21
5' 1+89
S00°32'E
Return for Slope & Slide Protection
15°
R/W File
31827
125'
ss
operty
S89°32'E
40'
tor
78'
State owned
②
①
R/W File
23476
ate owned
R/W File
23478





Typical Section

no scale



Sketch Of

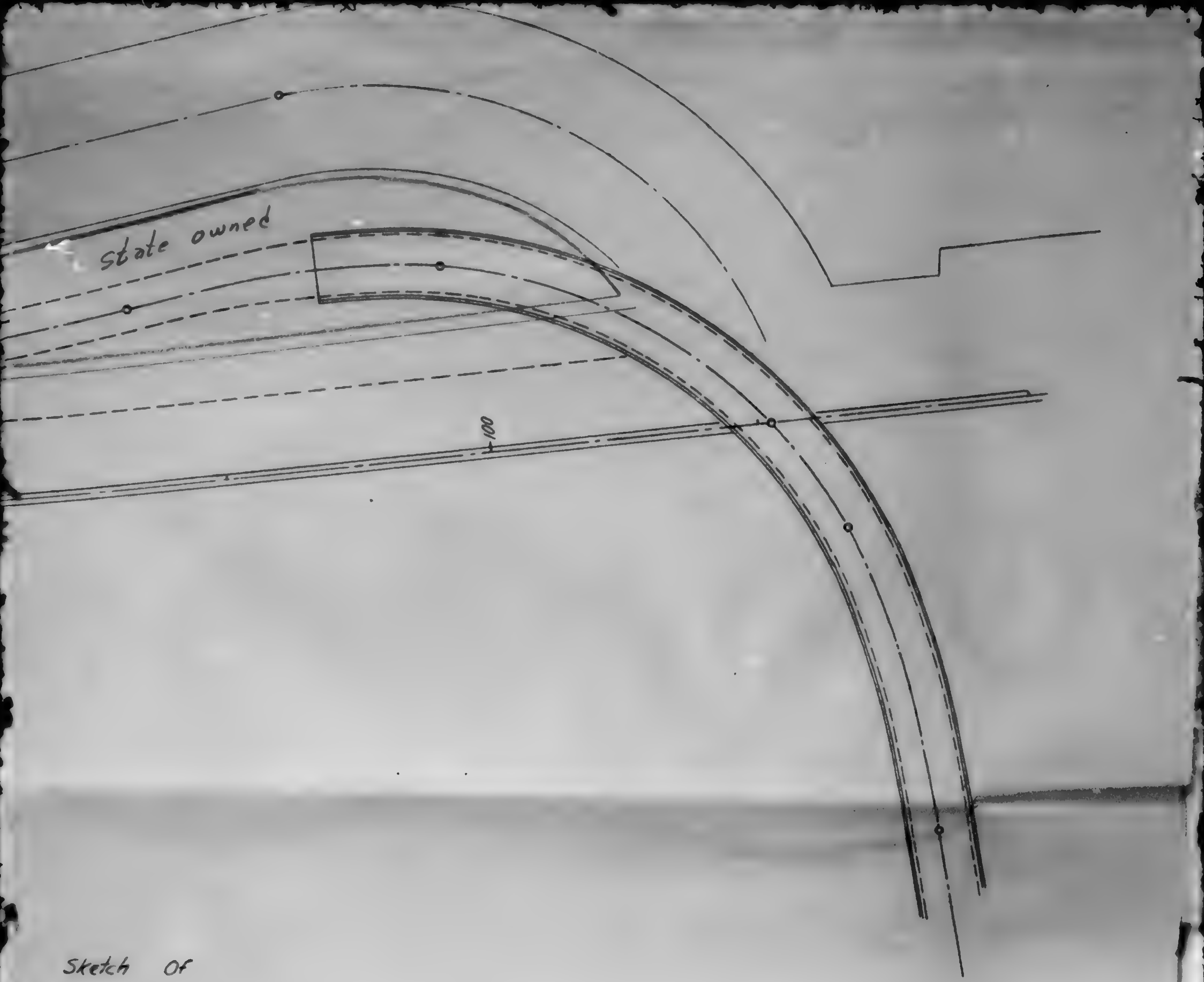
PROPOSED HAU

Lowell Street - 11th

Portland - Salem F

L P Shaw, Metro. Engr.

Scale 1" = 50'



Sketch Of

SED HAUL ROAD

Street - 11th Ave Sec.

and - Salem Freeway

Metro. Engr 12-27-61

Scale 1" = 50'

FORM E-20 [illegible] 2-61 34897

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Portland 13, Oregon
February 8, 1962

SUBJECT: R/W File 31827
Lowell St.-S. W. 11th Ave. Unit
Baldock Freeway
Contract: 5762
Prefix: 626-1053

To: Mr. Tom Edwards
Assistant State Highway Engineer
State Highway Building
Salem, Oregon

I am transmitting two copies of a sketch map showing the R/W in the vicinity of the Slavin Road slide, along with a copy of a letter written by Mr. Lloyd P. Shaw to Mr. Walter Wright.

These were requested by telephone this date.

Lloyd P. Shaw
Metropolitan Engineer

by: Jay B Boyd
Jay B. Boyd
Metropolitan Office Engineer

JBB/dg
Encl.
cc: Frank Morgan
William Maltby

RECEIVED
FEB 13 1962
OFFICE OF
STATE HIGHWAY ENGINEER

Portland 15, Oregon
January 2, 1962

R/W File No. 31827
Lowell St.-S.W. 11th Ave. Unit
Baldock Freeway

Mr. Walter Wright
Right of Way Engineer
State Highway Building
Salem, Oregon

It is my understanding that Paul Northrop, acting as an individual, but by a communication written on a Multnomah County Road Department letterhead, has requested that any surplus portion of No. 31827 be placed on the market.

Mr. Northrop contacted this office several times by telephone and once in person to explain his interest in the property. He indicated his intent to have Slavin Road vacated adjacent to No. 31827 and use the area as a building site. To accomplish this end he would need possession of the Slavin Road frontage in No. 31827. I advised him that this office would oppose any closure of Slavin Road until our slide removal program was complete. Mr. Northrop stated that should his plan be realized he would permit waste disposal in the area just north of No. 31827.

Through our conversation by telephone December 14, 1961, you requested comments of this office as to the desirability of making this property availabe. I believe a little history as well as a recommendation is in order.

Shortly after grading was begun on the freeway in the vicinity of No. 31827, a slide developed which threatened several hundred feet of Slavin Road. Several remedial efforts failed to check the slide and finally a system of terracing was adopted. This terrace required removal of the paved section of Slavin Road contiguous to the easterly side of R/W No. 31827. Estimates of damage due to loss of access to Slavin Road were in the general cost range of a complete taking. This resulted in an entire taking of the Heath (R/W 31827) property.

There have been no soil failures which seem to endanger the northerly one-half of the Heath property and only the southerly portion of the property within the limits of Slavin Road are suspect of possible failure. The uncertainty of predicting soil movement makes essential legal "escape hatches" in any transfer of title in this area. Therefore, the following restriction is proposed to be written into any such deed:

> The purchaser of the described property relinquishes all right of action against the State to recover damages to said property or improvements thereon resulting from earth movements, regardless of cause, time, or extent of said movements.

Sufficient area along the easterly side of the subject property should be retained to provide a haul road from the southerly end of the present slide to Slavin Road. This may not be needed but should be kept as a safeguard at least until next summer. Also 40 feet adjacent to the Barbur Blvd. (99W) right of way line should be retained to provide room for a slope stabilization adjacent to a high fill.

Contour-wise, No. 31827 is astride a sharp finger ridge which heads at Barbur Blvd. and is steeply sloping to the north and somewhat less so to the south of its summit in the Slavin Road area. The part south of the summit shows a year around high water table and our slide correction efforts could conceivably extend into this part of the property.

If the portions of No. 31827 shown as being retained on the accompanying sketch are omitted from any public sale, this office has no objection to sale of the remainder.

Lloyd P. Shaw
Metropolitan Engineer

LPS/bb
cc: Frank Morgan
Wm. Maltby

NOTED
A. V. BENEDICT

There have been no soil failures which seem to endanger the northerly one-half of the Heath property and only the southerly portion of the property within the limits of Slavin Road are suspect of possible failure. The uncertainty of predicting soil movements makes essential legal "escape hatches" in any transfer of title in this area. Therefore, the following restriction is proposed to be written into any such deed:

> The purchaser of the described property relinquishes all right of action against the State to recover damages to said property or improvements thereon resulting from earth movements, regardless of cause, time, or extent of said movements.

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If the portions of No. 31827 shown as being retained on the accompanying sketch are omitted from any public sale, this office has no objection to sale of the remainder.

Lloyd P. Shaw
Metropolitan Engineer

LPS/bb
cc: Frank Morgan
Wm. Maltby

NOTED
A. V. BENEDICT

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

RECEIVED
MAR 23 1962
FOR FILING

5762

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

March 21, 1962

Mr. James E. Houck
Roy L. Houck and Sons
1585 North 20th Street
Salem, Oregon

Re: Contract No. 5762

Dear Jim:

The copies of extra work records recently submitted to this office on Contract No. 5762 have been forwarded to the field office. If you have other bills to present, please deliver them to Resident Engineer Maltby for handling. He will most certainly "accept" them. However, eventual approval in each case depends upon the merits of the case.

Very truly yours,

F. D. Morgan
Construction Engineer

By F B Klaboe
F. B. Klaboe
Assistant Construction Engineer

FBK:bjh

cc: R. L. Porter ✓
L. P. Shaw (encs.)

-2

RECEIVED
MAR 22 1962
FOR FILING

[illegible]

5762

ROY L. HOUCK SONS' CORPORATION
HEAVY CONSTRUCTION CONTRACTING
1585 20th STREET N. E.
SALEM, OREGON
JUstice 1-1398

March 20, 1962

State Highway Engineer
of the State Of Oregon
State Highway Commission
of the State of Oregon
State Highway Office Building,
Salem, Oregon

Re: Contract No. 5762
Pacific Highway (R. H. Baldock Freeway)
S.W. Lowell Street- S.W. 11th Ave. Unit
Harbor Drive-Washington Co. Line
Paving and Signing

Dear Sirs;

This letter and its enclosures will supplement our notice to you of November 30, 1961, (in the form of our letter to you of that date) concerning our claim for additional compensation by reason of extra expenses and losses incurred by us in the performance of the above-mentioned contract.

Enclosed herewith we submit to you copies of extra work not covered by contract, evidencing some of such extra expenses and losses that we have incurred.

Very truly yours,

ROY L. HOUCK SONS' CORPORATION

J. E. Houck

JEH:rr

Enc. 37

original returned to Morgan - with attachments
MAR 22 1962

2

RECEIVED
MAR 20 1962

FOR FILING

[illegible]

5762

ROY L. HOUCK and SONS
HEAVY CONSTRUCTION CONTRACTING
1885 North 20th Street Salem, Oregon Tel. EMpire 3-7745

Morgan

March 14, 1962

State Highway Engineer
  of the State of Oregon
State Highway Commission
  of the State of Oregon
State Highway Office Building,
Salem, Oregon

Re: Contract No. 5762
Pacific Highway (R. H.
Baldock Freeway)
S. W. Lowell Street-
S. W. 11th Avenue Unit
Harbor Drive-Washington Co. Line
Paving and Signing

Dear Sirs:

This letter and its enclosures will supplement our notice to you of November 30, 1961, (in the form of our letter to you of that date) concerning our claim for additional compensation by reason of extra expenses and losses incurred by us in the performance of the above-mentioned contract.

Enclosed herewith we submit to you copies of extra work not covered by contract evidencing some of such extra expenses and losses that we have incurred. We previously tendered the enclosed copies to the Resident Engineer, but our tender thereof has not been accepted by Mr. W. E. Maltby.

The enclosures represent only part of the extra expenses and losses sustained by us in consequence of the premature opening of the above-mentioned section of highway to public travel.

Yours very truly,

James E. Houck

James E. Houck

JEH/sd

original To Morgan
with attachments
3-19-62

RECEIVED
FOR FILING

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

March 13, 1962

5762

Mr. Norman P. Barnes
Foress Company
Box 687
Corvallis, Oregon

Dear Mr. Barnes:

Attached is a copy of the working drawings for the additional signs on the Harbor Drive-Washington County Line Section of the Pacific Highway, Contract No. 5762. The working drawings have been checked and are approved as noted.

Very truly yours,

Tom Edwards
Assistant State Highway Engineer

by Original Signed by
F. B. CRANDALL

F. B. Crandall
Traffic Engineer

BPD:mgm
cc: Tom Edwards
Lloyd Shaw
William Maltby

NOTED
TOM EDWARDS

RECEIVED
MAR 19 1962
FOR FILING

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

5762

March 9, 1962

Neilsen Metal Industries Inc.
3001 Portland Road N.E.
Salem, Oregon

Gentlemen:

The attached working drawings for Fluorescent Ballast Cabinets and Weatherproof Surface Cabinets on the Harbor Drive - Washington County Line Section, Contract No. 5762, have been checked and are approved as noted.

Very truly yours,

Tom Edwards
State Highway Engineer

By Original Signed by
F. B. CRANDALL

F. B. Crandall
Traffic Engineer

Attachment

MJD:sm
bc: Tom Edwards
Lloyd Shaw
William Maltby
Bob Rennells

MAR [illegible] 1962
STATE [illegible]

NOTED
TOM EDWARDS

MAR 8 1962

FOR FILING

5762

FORM E-30X—50M—6-61—39082

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Portland 13, Oregon
March 6, 1962

To: Memo to the Files

SUBJECT: Complaint - South end of Terwilliger Bridge
Lowell St. - 11th Ave. Sec.
Pacific Highway
Contract: 5762

See Memo - Feb. 14, 1962

Mr. Henry Clearwater (7805 S. W. Terwilliger Blvd.) telephoned to further his complaint of traffic volume, weight and resulting noise and vibration.

Mr. Clearwater talked in excess of 40 minutes covering all phases of highway, street, and freeway design, all of which has been carried out by a group of poorly informed morons.

He was advised that the State has no legal right to go beyond project limits as set forth in State-City Agreement; and that if his property lay in the off-limits area, the City would be the agency controlling street revision or policing.

Mr. Clearwater states he has a loan value on his property established by the appraisal section of a local mortgage firm. The firm recently gave notice that the loan value of his property was reduced $7,000 by reason of heavier traffic on S. W. Terwilliger Blvd. than they had found at an earlier appraisal date.

Lloyd P. Shaw
Lloyd P. Shaw
Metropolitan Engineer

LPS/dg

cc: G. S. Paxson ✓
F. D. Morgan

REFERRED TO
Mr. Cooper
BY DEPUTY STATE HIGHWAY ENGINEER

RECEIVED
MAR 7 1962
OREGON
STATE HIGHWAY COMMISSION

FORM E-123

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

5821 N. E. Glisan Street
Portland 13, Oregon

cc: G. S. Paxson
F. D. Morgan
D. Peterson

March 6, 1962

Mr. William Weller
Traffic Engineer
City Hall
Portland, Oregon

Dear Mr. Weller:

On February 14, 1962, a Mr. Henry Clearwater of 7805 S. W. Terwilliger (Lots 12 and 13, Block 7, Burlingame) called this office objecting to traffic conditions which affect his house. His call was taken by J. B. Boyd, Metropolitan Office Engineer and Mr. Clearwater's comments written into a memo to the files, a copy of which is included herewith.

As indicated on the memo, the complaint was brought to the attention of Dennis Peterson, Division Traffic Engineer, who looked at the Clearwater area and found it to be a city street with nothing unusual appearing to be incorporated in its layout. I concur with Mr. Peterson in this matter and have advised him to take no further action.

Part of Mr. Clearwater's complaint bears on traffic violation which could possibly be corrected by police action. Other approaches he has suggested are limitations of load weight on S. W. Terwilliger and reductions of speeds as posted thereon.

As far as this office is concerned, no State action is considered possible to alleviate Mr. Clearwater's trouble. He has been so informed. It is quite likely he will get to your office with his complaints sooner or later since he has gone from the County to City Engineer to this office without getting any results. It has been my thinking you might wish to brace yourself before he reaches you.

Very truly yours,

Lloyd P. Shaw

Lloyd P. Shaw
Metropolitan Engineer

LPS/dg
Encl.

FORM [illegible]

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
KENNETH N. FRIDLEY, MEMBER
WASCO
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

I-5-6(11)295

March 2, 1962

Mr. Roy L. Houck, Sr.
Roy L. Houck & Sons Corporation
1583 N 20th Street
Salem, Oregon

Dear Mr. Houck:

In a letter dated February 27, 1962, you have requested confirmation of a discussion which occurred during a recent conference in this office concerning sign luminaires.

The last paragraph of the above mentioned letter is incorrect. The only official action that transpired was a re-confirmation of information contained in a letter dated April 28, 1961 and directed to Mr. R. W. Phillips of the Westinghouse Electric Corporation.

F. D. Morgan
Construction Engineer

LEG:jv
cc: F. B. Crandall
G. S. Paxson
R. L. Porter

MAR 6 1962
STATE HIGHWAY [illegible]

NOTED
G. S. [illegible]

L. HOUCK SONS' CORPORATION
HEAVY CONSTRUCTION CONTRACTING
685 20th STREET N. E
SALEM, OREGON
JUstice 1-1398

27 February 1962

Frank Morgan
Construction Engineer
Oregon State Highway Department
Salem, Oregon

Re: Acceptance of lighting
fixtures for OSHD Contracts
No. 5762 and No. 5812

Dear Sir:

This letter is to confirm the verbal agreement reached on 26 February 1962 at the meeting in the Construction Engineers office, Oregon State Highway Building, between the below listed persons.

1. Frank Morgan - OSHD, Construction Engineer
2. Bud George - OSHD, Electrical Engineer
3. F. B. Crandall-OSHD, Traffic Engineer
4. Robert Phillips - Lighting Engineer for Westinghouse Electric Corporation
5. Marcel Thiebaud - Salesman for Westinghouse Electric Supply Company
6. Roy L. Houck, Sr. - Roy Houck Sons Corporation

The verbal agreement reached was that the Oregon State Highway Department, as represented by the OSHD personnel listed above, would approve and accept the Westinghouse Sataliner Light Fixture, as presented by the descriptive bulletin 61-350-11 circulated by Westinghouse Electric Corporation and incorporated as part of this letter, for OSHD Contract #5762 and OSHD Contract #5812.

Sincerely,

Roy L. Houck Sons' Corporation

By R L Houck
Roy L. Houck, Sr.

cc: Bud George
F. B. Crandall
Robert Phillips
Marcel Thiebaud

CONSTRUCTION DIVISION
RECEIVED
MAR 1 196
NOTED

File No. 351
Rd. No. ______ M.P. ______
City of ______
Streets ______
Rural ______ Urban ______

April 28, 1961

Mr. R. W. Phillips
Lighting Sales Engineer
Westinghouse Electric Corporation
1414 N. E. Grand Avenue
Portland 12, Oregon

Dear Mr. Phillips:

We have received the technical brochure and correspondence from your Company's Lighting Division in Cleveland, Ohio. This material concerns all the sign luminaires of which there has been some question to future acceptability and performance. This letter is to advise you that based on the sample inspected by representatives of our office and on the letter signed by Mr. Karns, of your Company and dated April 13, that the Westinghouse Sateliner Sign Lights will be acceptable for future usage on Signing Projects in the State of Oregon. It should be mentioned that these units will be inspected on each project to insure that the quality of the reflectors and other material involved meets the requirements of the specifications.

We do wish to thank you and representatives of your Company for the most cooperative attitude you have shown concerning this matter.

Very truly yours,

G. S. Paxson
Assistant State Highway Engineer

By

F. B. Crandall
Traffic Engineer

LEG:ss
bc: G. S. Paxson
W. O. Widdows
T. J. Burke

NOTED
ASS'T TRAFFIC ENGR

NOTED
PLANNING SURVEY
ENGR

NOTED
TRAFFIC CONTROL
ENGR.

NOTED
L. E. GEORGE

Westinghouse
ELECTRIC CORPORATION

[illegible]
1414 N.E. GRAND AVENUE
PORTLAND 1[illegible], OREGON

April 21, 1961

State of Oregon
Highway Department
Traffic Division
Salem, Oregon

Attention: Mr. L. E. George

Subject: Westinghouse Sataliner Sign Lights

Gentlemen:

Enclosed is a letter and a brochure which you have requested regarding the quality and performance of the Westinghouse Sataliner Sign Lights.

If this information is not adequate, please let me know and I will supply you with the necessary material.

Very truly yours,

R.W. Phillips
R. W. Phillips
Lighting Sales Engineer

ru

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APR 24 1961
TRAFFIC ENGINEERING

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MAR 2 1962
FOR FILING

5762

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem 10, Oregon
February 28, 1962

SUBJECT: Approved Additional Signs
SW Lowell St.-SW 11th Ave. Unit
Harbor Drive-Washington Co. Line Section
Contract No. 5762
FA No. I-5-6(19)295

To:

MEMO TO FILE

I wish to advise that the writer and Mr. L. E. George met with Mr. Gordon Brooks, Area Engineer, Bureau of Public Roads, on Monday, February 26, and discussed with him certain sign changes on the above subject project. These have been approved for plans change or additions to the plans both as to messages and as being eligible for Federal participation.

1. Install an Exit speed sign on the off ramp to Macadam Avenue.

2. Install a "Gas - Food - Lodging" sign on the advance exit 1 mile sign facing southbound traffic at Capitol Highway Interchange.

3. Add the word "Tigard" to the existing signs bearing the word "Newberg" facing southbound traffic at the Tigard Interchange.

4. Add a sign reading "McMinnville - To The Coast - NEXT EXIT" in advance of the Tigard Interchange facing southbound traffic.

5. Add a "Gas - Food - Lodging" sign below the sign described in no. 4 above. This positioning is necessary as the advance exit guide sign for this interchangeis on a sign structure and it would not be practical to install a "Gas - Food - Lodging" sign on a structure.

Mr. George is proceeding with preparation of plan, etc. in accord with Mr. Crandall's letter of February 21 to him. As soon as they are completed, Mr. George will submit them to Mr. Morgan who will obtain an estimate of cost to accomplish the work and ultimately to the Bureau for approval.

J. Al. Head

J. Al. Head
Asst. Traffic Engineer

JAH:tm
cc: Tom Edwards
Frank Morgan
Lloyd Shaw
L. E. George
Bureau of Public Roads

NOTED
TOM EDWARDS

NOTED
TOM EDWARDS

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MAR 1 1962
OFFICE OF
STATE HIGHWAY ENGINEER

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FOR FILE

5762

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem 10, Oregon
February 23, 1962

SUBJECT: Signing Revisions
Harbor Drive-Washington County Line Section
Pacific Highway No. 1 (I5)
Contract No. 5762

To:

Frank Morgan
Construction Engineer
OFFICE

It has come to our attention that the signing plans for the above named section do not provide for an Exit Speed Sign at the northbound Macadam Avenue off-ramp. Due to the existing conditions at this ramp there is an immediate need for the installation of such a sign.

Would you have an "EXIT 35 MPH" sign number W-1302-60 installed, as shown on the plans, under the existing contract. The estimated cost of this work is $149.50.

Preliminary approval for this addition has been obtained from the Bureau of Public Roads; however, formal approval must be granted before completion of this project. Additional copies of the plans have been included for submission to the Bureau.

F. B. Crandall
Traffic Engineer

DRA:mgm
Attachments
cc: Tom Edwards
Dennis Peterson

NOTED
TOM EDWARDS

OREGON STATE HIGHWAY DEPARTMENT
Traffic Engineering Division
February 23, 1962

Signing
Harbor Drive - Washington County Line
Pacific Highway
Multnomah County

COST SUMMARY

Material	$70.00
Labor	35.00
Equipment Rental	25.00
Contractor's Percentage	29.50
	$149.50

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JAN 25 1962
FOR FILING

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5762

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 24, 1962

SUBJECT: Harbor Drive-Washington
Co. Line Section
Pacific Highway
Contract No. 5762

To: Mr. Lloyd P. Shaw
Metropolitan Engineer
State Highway Department
5821 N.E. Glisan Street
Portland 13, Oregon

The attached copy of letter dated January 19, from F. B. Crandall, Traffic Engineer, with reference to Revision of Signing Plans is self-explanatory.

Four copies of the detailed sheets referred to in the letter are also attached. These sheets contain in red the location of the additional required junction box and appurtenances.

Will you please take immediate action to initiate the Price Agreement required for this revision in order that the contractor will not be unduly delayed in his fabrication of the sign bridges.

F. D. Morgan
Construction Engineer

By
G. L. Decker
Field Construction Engineer

GLD:bjh

encs.

cc: Tom Edwards

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JAN 24 1962
OFFICE OF [illegible]
STATE [illegible]

NOTED
TOM EDWARDS

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FOR FILING

5762

January 3, 1962

Mr. C. O. Polk
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 12 covering 100% of flagging costs within areas opened to traffic on the S. W. Lowell St.- S. W. 11th Ave. Unit, Harbor Drive-Washington County Line Section of the Pacific Highway in Multnomah County, Contract No. 5762, in connection with Federal Aid Project No. I-5-6(19)295, I-5-6(5)296.

This order is to reimburse the contractor 100% for flagging costs in areas opened to traffic on and after December 1, 1961.

The contractor could expect these areas to be closed to traffic until completion of the entire project. The 100% flagging cost will be strictly confined to the above time and sections. This has been verbally recommended for approval by the BPR Highway Engineer.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. M. Young
Office Engineer

DBP:jb
Enc.

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DEC 26 1961
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5762

December 22, 1961

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 11 covering the adjustment of manholes and inlets on the S.W. Lowell St.-S.W. 11th Ave. Unit, Harbor Drive-Washington County Line Section of the Pacific Highway in Multnomah County, Contract No. 5762, in connection with Federal-Aid Project No. I-5-6(5)298.

Manholes and catch inlets constructed under a previous contract, for grading, did not meet the paving grade and adjustment was necessary. Due to the necessity of having this done so the section could be opened, the work has been done as an emergency measure. It has been verbally recommended for approval by the BPR Highway Engineer.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

DBP:bb

Enc.

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DEC 5 1961
FOR FILING

5762

December 1, 1961

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 8 covering the revision of signs on the S.W. Lowell St.-S.W. 11th Ave. Unit, Harbor Drive-Washington County Line Section of the Pacific (R. H. Baldock Freeway) Highway in Multnomah County, Contract Number 5762, in connection with Federal Aid Project No. I-5-6(19)295.

This work is necessary to make some of the signs conform to the present Interstate standards and to improve the signing on this section by additional signs.

This has been verbally recommended for approval by the BPR Highway Engineer.

Very truly yours,

Forrest Cooper
Acting State Highway Engineer

By

L. H. Young
Office Engineer

DBP:bb

Enc.

9

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DEC 4, 1961

FOR FILING

I-5-6(11)515

5762

Salem, Oregon
December 1, 1961

Roy L. Houck Sons' Corp. Letter
dated Nov. 30, 1961
Contract 5762

Mr. Tom Edwards
Construction Engineer
BUILDING

Attached is a letter from Roy L. Houck Sons' Corporation threatening claims in connection with Contract No. 5762. It is requested that you handle this matter in a manner you deem appropriate.

For informational purposes a copy is being sent to the Legal Department.

R. L. Porter
Assistant State Highway Engineer

RLP:mm
attach.
cc Mr. Forrest Cooper
Mr. L. I. Lindas

ROY L. HOUCK SONS' CORPORATION
HEAVY CONSTRUCTION CONTRACTING
1585 20th STREET N. E.
SALEM, OREGON
JUstice 1-1398

November 30, 1961

State Highway Engineer of the
State of Oregon, and
State Highway Commission of the
State of Oregon,
Salem, Oregon

Dear Sirs:

Contract No. 5762
Pacific Highway (R. H. Baldock Freeway)
S. W. Lowell St.-S. W. 11th Avenue Unit
Harbor Drive-Washington Co. Line
Paving and Signing

By means of a letter addressed by Mr. Lloyd P. Shaw, Metropolitan Engineer, to "Roy L. Houck & Sons" (and presumably intended for us, Roy L. Houck Sons' Corporation), and others, and dated November 28, 1961, and by other means, official and unofficial, oral and written, we have been informed that dedication ceremonies are to be held on December 1, 1961, for the above-mentioned section of the R. H. Baldock Freeway, and that this section of highway is to be opened to public travel on December 1, 1961, and thenceforth to remain so.

This is to notify you that we earnestly and strenuously protest such premature opening of this section of highway to public travel, on the grounds hereinafter set forth or indicated.

Although we do intend, of course, to perform, to the best of our ability, the terms and provisions of the above-mentioned contract on our part remaining to be performed, notwithstanding the matters herein mentioned, and notwithstanding that the opening of this section of highway to public travel at this time is an unreasonable and unwarranted act on your part which will interfere tremendously with our performance of our obligations under the contract, we do intend to claim, and we do hereby notify you of our intention to claim, compensation additional to that which we shall receive under, or pursuant to, the above-mentioned contract, by reason of the extra expenses and losses that will be incurred by us in performing our obligations under the contract, in the circumstances.

You hereby are notified that the grounds on which such additional, or extra, compensation is to be claimed by us include, without being limited to, those mentioned below.

Mr. [illegible] signed
receipt for original
letter on Nov 30, '61

NOTED
LLOYD QUE

Additional expenses, generally, to be incurred by us in completing the work under severe traffic conditions and traffic control devices.

(There are not less than 67 working days remaining after November 30, 1961, allowed us in which to complete performance of our obligations under the contract, irrespective of three months which, under the terms and provisions of the contract, are not chargeable against the contract. The workdays thus far consumed in our performance of our obligations under the contract constitute less than one-third of the workdays allowed us under the contract.)

The costs of installing many signs (some of which will extend across all traffic lanes in this section of highway) will be substantially increased, and the installation thereof necessarily will be undertaken by us in the face of great traffic hazards and great inconveniences.

There are many loads of various kinds of materials to be hauled to, and on, this section of highway, which, because of such public use, must be transported over longer routes, with consequent increase in costs, hazards, delays, and inconveniences of transportation.

Additional costs of administration will be incurred by us.

We shall incur extra costs on account of the various types of insurance coverage maintained by us.

We shall, at extra cost to ourselves, be obliged to comply with more drastic safety-division requirements.

Consequent changes in construction procedures will result, at great loss to us, in substantially decreasing the efficiency of, and delaying, our operations.

Additional costs of supervision will be incurred by us, and extra equipment and labor will be required, in order to accomplish the results contemplated by the contract.

We shall be obliged to incur additional P.U.C. mileage charges.

We shall be obliged to discontinue use of the present site of our shop, storage, and office facilities, and to establish new headquarters for this project, all at substantial loss to us.

Substantial, additional costs will be incurred by us in employing and equipping flagmen for the protection of the traveling public and other persons and properties.

The foregoingdoes not purport to include all details in respect of additional and extra costs and losses to be suffered by us by reason of such premature opening of this section of highway. It is intended to indicate generilly those additional and extra costs and losses which are foreseen by us at the time of our giving of this notice. Needless to say, we and you may reasonably expect that we shall suffer various other additional and extra costs and losses on account of such premature opening of this section of highway.

ROY L. HOUCK SONS' CORPORATION
By C.L. Houck
As Its Vice-President
By R.L. Houck
As Its Project Manager

RECEIVED
DEC 1 1961
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
DEC 1 1961
OFFICE OF
STATE HIGHWAY ENGINEER

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DEC 4 1961
FOR FILING

5762

COMMISSIONERS
[illegible]CIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

December 1, 1961

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
477 Cottage Street N. E.
Salem, Oregon

S. W. Lowell St.-S.W. 11th
Avenue Unit
Pacific Highway
Project Nos. I-5-6(19)295 and
I-5-6(5)298

Dear Sir:

Enclosed find a copy of a letter addressed to the State Highway Engineer from the Roy L. Houck Sons' Corporation. This letter informs us that this contractor will expect reimbursement for additional costs of completing the job under traffic.

The letter is sent to you so that you may have a complete file on this matter.

Very truly yours,

Forrest Cooper
Acting State Highway Engineer

By W Klaboe
F. B. Klaboe
Field Construction Engineer

Encl.

cc Forrest Cooper

NOTED
FORREST COOPER

RECEIVED
DEC 4 1961
OFFICE OF
STATE HIGHWAY ENGINEER

ROY L. HOUCK SONS' CORPORATION
HEAVY CONSTRUCTION CONTRACTING
1585 20th STREET N. E.
SALEM, OREGON
JUstice 1-1398

November 30, 1961

State Highway Engineer of the
State of Oregon, and
State Highway Commission of the
State of Oregon,
Salem, Oregon

Dear Sirs:

Contract No. 5762
Pacific Highway (R. H. Baldock Freeway)
S. W. Lowell St.-S. W. 11th Avenue Unit
Harbor Drive-Washington Co. Line
Paving and Signing

By means of a letter addressed by Mr. Lloyd P. Shaw, Metropolitan Engineer, to "Roy L. Houck & Sons" (and presumably intended for us, Roy L. Houck Sons' Corporation), and others, and dated November 28, 1961, and by other means, official and unofficial, oral and written, we have been informed that dedication ceremonies are to be held on December 1, 1961, for the above-mentioned section of the R. H. Baldock Freeway, and that this section of highway is to be opened to public travel on December 1, 1961, and thenceforth to remain so.

This is to notify you that we earnestly and strenuously protest such premature opening of this section of highway to public travel, on the grounds hereinafter set forth or indicated.

Although we do intend, of course, to perform, to the best of our ability, the terms and provisions of the above-mentioned contract on our part remaining to be performed, notwithstanding the matters herein mentioned, and notwithstanding that the opening of this section of highway to public travel at this time is an unreasonable and unwarranted act on your part which will interfere tremendously with our performance of our obligations under the contract, we do intend to claim, and we do hereby notify you of our intention to claim, compensation additional to that which we shall receive under, or pursuant to, the above-mentioned contract, by reason of the extra expense and losses that will be incurred by us in performing our obligations under the contract, in the circumstances.

You hereby are notified that the grounds on which such additional, or extra, compensation is to be claimed by us include, without being limited to, those mentioned below.

CONSTRUCTION DIVISION
RECEIVED
DEC 1 1961
NOTED-- ☑ ☐ ☐ ☐ ☐

Discuss w/BPR

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NOV 28 1961
FOR FILING

5762

November 27, 1961

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
477 Cottage Street, N.E.
Salem, Oregon

Re: Harbor Drive-Tigard Interchange Sec.
Projects: I-5-6(5)298, I-4-6(21)295,
I-5-6(295, I-5-6(28)300
Contract Nos. 5762, 5972, 5964 and
5921

Dear Sir:

We are going to open the above section of highway to unlimited travel on December 1, 1961. As you know, the section will not be completed and work on each of these contracts will be performed under traffic. It is probable that one or more of the contractors will suffer additional construction costs as a consequence of working under traffic. If such justifiable costs are incurred and chargeable to the State, we expect to request federal participation.

Our action in opening this highway is taken after carefully weighing the traffic benefits that accrue to the user. These tangible benefits have been conservatively estimated to be in excess of $370,000 per year. Inasmuch as the facility probably will not be completed for another six months, opening at this time benefits the public at least $185,000. In addition, the new facility will afford relief to extremely congested Barbur Boulevard which, in turn, is expected to result in substantial reduction of traffic accident rates.

We believe that these benefits far outweigh additional costs that may result.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

cc W. C. Williams
Tom Edwards

FBK:fp fn

RECEIVED
1961
FOR FILING

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

5762

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

November 21, 1961

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
477 Cottage Street N.E.
Salem, Oregon

S.W. Lowell St.-S.W. 11th Ave. Unit
Pacific Highway
Contract No. 5762

Dear Sir:

Our Right of Way Department has asked us to forward you two copies of our sketches and estimates supporting alternate plans proposed which we believe have a good chance of acting to stabilize the slide endangering the King house near Station 195 on this section. They are enclosed.

As you will recall, we have recommended that the property be purchased for a value in the neighborhood of $18,100. Our computations show that outright purchase is the cheaper of the possibilities and is the only one which guarantees that further damage claims will not be forthcoming. The alternates included in the enclosures are:

1. Constructing a retaining wall of sufficient height to retain the slope. Estimated cost $30,300.

2. Remove the existing rock toe and replace with a heavier rock toe. Estimated cost $24,800.

Very truly yours,

W. C. Williams
State Highway Engineer

By F. B. Klaboe

F. B. Klaboe
Field Construction Engineer

RECEIVED
1961
OFFICE OF
STATE HIGHWAY ENGINEER

Encl.

FBK:fp

cc Forrest Cooper
W. T. Wright

NOTED
FORREST COOPER

FORM [illegible]

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Portland 13, Oregon
October 4, 1961

SUBJECT: S.W. Lowell St.-S.W. 11th Ave. Unit
Harbor Drive
Washington County Line Section
Pacific Highway
Contract: 5762

To: Mr. Tom Edwards
Construction Engineer
State Highway Building
Salem, Oregon

Attention: Mr. Klaboe:

This is in reply to your letter of September 22, 1961, regarding justification for purchase of the King property at an appraised value of $18,100.00.

I am forwarding herewith two alternate estimates as follows:

(1 Constructing retaining wall of sufficient height to safely retain slopes to the King Yard, $30,300.

(2) Remove existing rock toe and replace with a heavier rock toe, $24,800.

The retaining wall could be placed with very little disturbance to the existing slope and, therefore, could probably be installed without endangering the King house during construction. The existing rock toe could not be safely taken out and replaced without dangering the King house in the process. With the installation of the heavier rock toe, there can be no assurance that the house will not be damaged by further movement.

Copies of Mr. Maltby's estimates and the original of the supporting sections are attached.

AVBenedict
A. V. Benedict, Assistant
Metropolitan Engineer

AVB/dg
Encl.
cc: Mr. Maltby

CONSTRUCTION DIVISION
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REFERRED TO
Klaboe
By Ass't Construction Engineer

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Job No. ....

Sheet 1 of 4 Sheets

OREGON STATE HIGHWAY DEPARTMENT

Calculations for S.W. Lowell St. — 11th Ave. Unit

Made by ...., 19...... Checked by ...., 19...... Backchecked by ...., 19......

– King Property –

Calc. Cost of Conc. Retaining Wall

Class "A" Conc. in Walls	215 c.y. @ 54^{00} =	$ 11,610.00
Metal Reinf. in Wall	30,525 lb @ 0.13 =	3,968.25
Struct. Exc. in Wall	555 c.y. @ 5^{00} =	2,775.00
Special Wall Backfill	2705 c.y. @ 4^{00}	10,820.00
8" Metal Drain Pipe	350 ft @ 2^{50}	875.00
Special Backfill in Drains	50 c.y. @ 5^{60}	280.00
	– Total	$ 30,328.25

METROPOLITAN ENGINEER
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State Printing 3605

Job No. ....

Sheet 2 of — Sheets

OREGON STATE HIGHWAY DEPARTMENT

Calculations for S.W. Lowell St - 11th Ave [illegible]

Made by ...., 19...... Checked by ...., 19...... Backchecked by ...., 19......

Cost. Calc Conc Retaining Wall

	Conc/lft	Tot Conc	Steel/lft	Tot Steel
25' @ 6' AVG	.179	5	14	350
25' @ 8' AVG	.244	6	22	550
25' @ 10' AVG	.350	9	44	1100
25' @ 12' AVG	.457	12	65	1625
100 @ 14	.629	63	89	8900
150' @ 16'	.802	120	124	18,000
Total		215 cy.		30,525

Metal Reinf.	30525 @ 0.13	$ 3,968.25
Class 'A' Conc Walls	215 cy @ 54.00 =	11,610.00
Struct Exc. in Walls	555 cy. @ 5.00	2,775.00
Special Wall Backfill	2705 cy. @ 4.00	10,820.00
8" Metal Drain Pipe	350' @ 2.50	875.00
Special Backfill in Drains	50 cy. @ 5.60	280.00
	Total	$ 30,328.25

METROPOLITAN ENGINEER
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Job No. ....

Sheet 3 of 4 Sheet

OREGON STATE HIGHWAY DEPARTMENT

Calculations for S.W. Lowell St - 11th Ave. Unit

Made by ...., 19...... Checked by ...., 19...... Backchecked by ...., 19......

Conc. Retaining Wall

		Ht.	Struct Exc	Quan. Per Lin. Ft Conc	Steel
193+50		4		.114	10
	Avg. 6			.179	14
+75		8'	52 cy.	.244	22
	Avg 10			.352	44
194		12'		.457	65
	Avg (14)		94 c.y.	.629	89
+50		16'		.802	.124
			111 c.y.		
195		16'		.802	124
			102 c.y.		
+50		16'		.802	.124
			85 c.y.		
196		14'		.629	.89
			67 c.y.		
+50		14'		.629	89
	Avg 12			.457	65
+75		10'	44	.352	44
	Avg 8			.244	22
197		4		.114	10
			Total 555		

Struct Exc.

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Job No. ....

S.W. Lowell St – 11th Ave Unit Sheet 4 of 4 Sheets

OREGON STATE HIGHWAY DEPARTMENT

Calculations for — Rock back fill behind Conc. Ret. Wall

Made by ...., 19...... Checked by ...., 19...... Backchecked by ...., 19......

	Area	Volume
193+50	10	
		150
194	150	
		407
+50	290	
		528
195	280	
		491
+50	250	
		491
196	280	
		444
+50	200	
		194
197	10	
	Total	2705 c.y.

METROPOLITAN ENGINEER
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ME AME

[illegible]

Job No. ....

Sheet .... of .... Sheets

OREGON STATE HIGHWAY DEPARTMENT

Calculations for Sw. Lowell St – 11th Ave Unit

Made by ...., 19.... Checked by ...., 19.... Backchecked by ...., 19....

Cost Calc. Rock Inlay Retain. Wall
– King Property –

Gen. Exc. Unclass.	3537	@ 1^{25}	=	\$ 4421.25
Coarse Quarry Rock backfill	4805	@ 4^{00}	=	19,220.00
8" Metal Drain Pipe	350'	@ 2^{50}	=	875.00
Special Backfill in Drains	56 c.y.	@ 5^{00}		280.00
			Total \$	24,796.25

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Job No. ....
Sheet ...... of ...... Sheets

OREGON STATE HIGHWAY DEPARTMENT

Calculations for S.W. Lowell St - 11th Ave Unit

Made by ...., 19.... Checked by ...., 19.... Backchecked by ...., 19....

Calc Rock Emb'ay Retaining Wall

Backfill	Area	Volume
193+50	0	
		426
194	460	
		947
+50	565	
		958
195	470	
		787
+50	380	
		685
196	360	
		667
+50	360	
		333
197	0	
		4805 cu.yd. Backfill

Exc.	Area	Volume
193+50	0	
		296
194	320	
		593
+50	320	
		593
195	320	
		648
+50	380	
		583
196	250	
		528
+50	320	
		296
197	0	
		3537

TROPOLITAN ENGINEER
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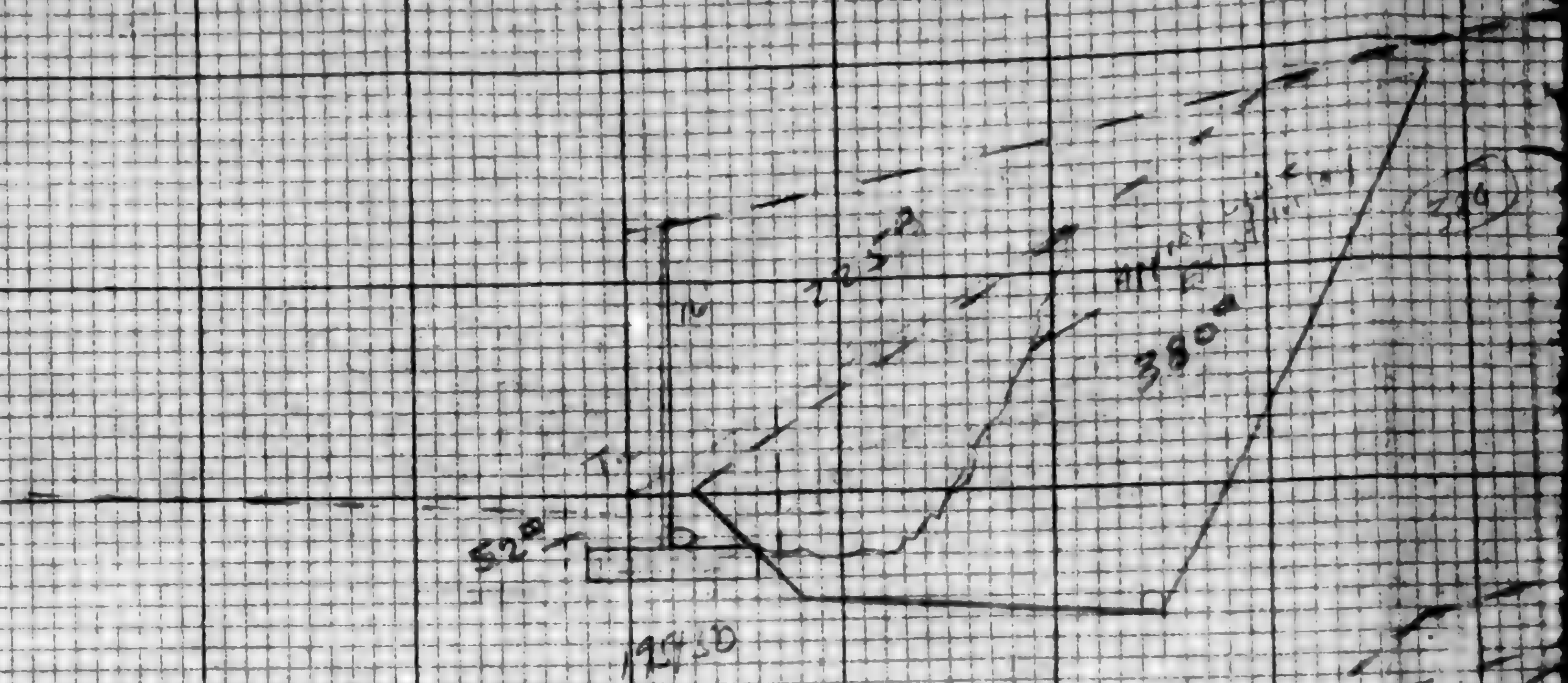
AME M.C.S.

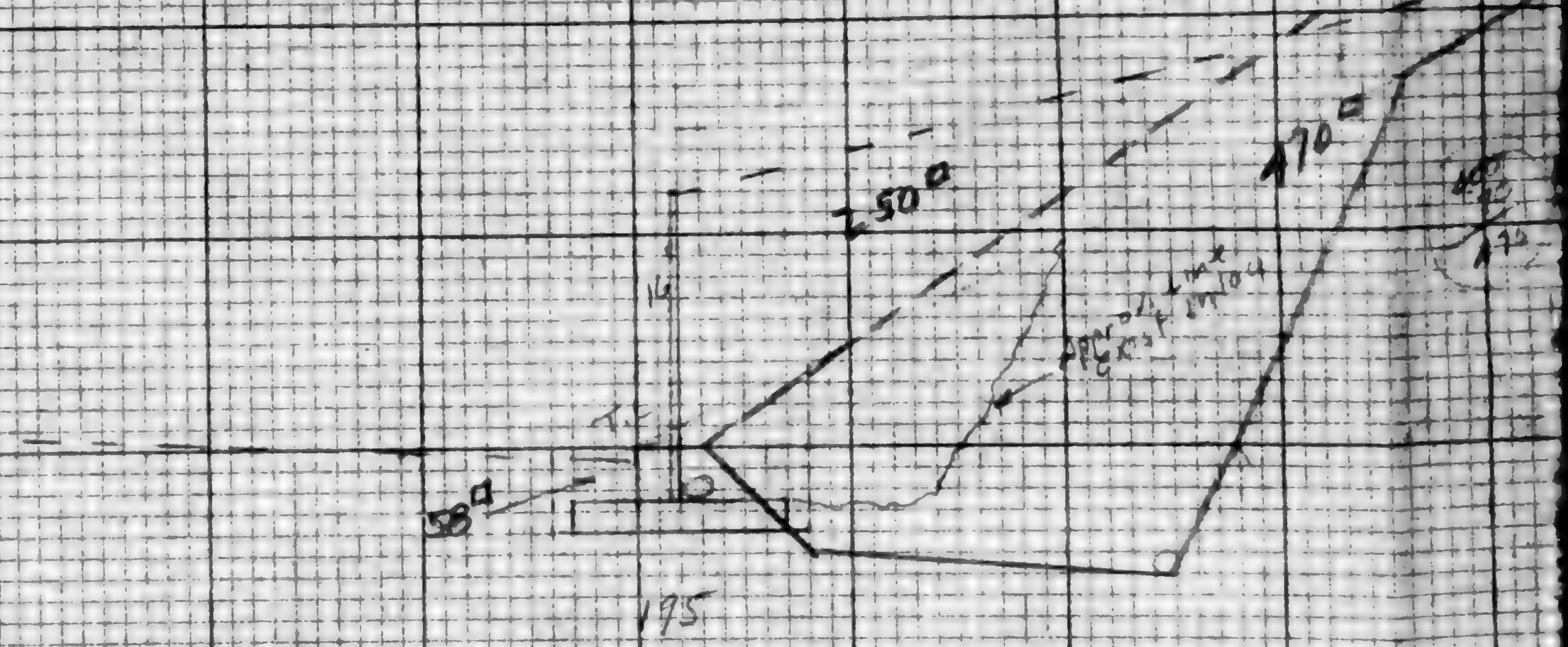
Swt. Lowell St — Swt. 11th Ave
X-Sections of King Property
- Showing -
Proposed Conc. Retain. Wall
&
Rock masonry Retain. Wall

Scale 1" = 10'

[illegible] Hwy. Eng
Oct 2, 1961

110
114
224


225'
Approx. line
38'
320
14
T.
52'
D
19+50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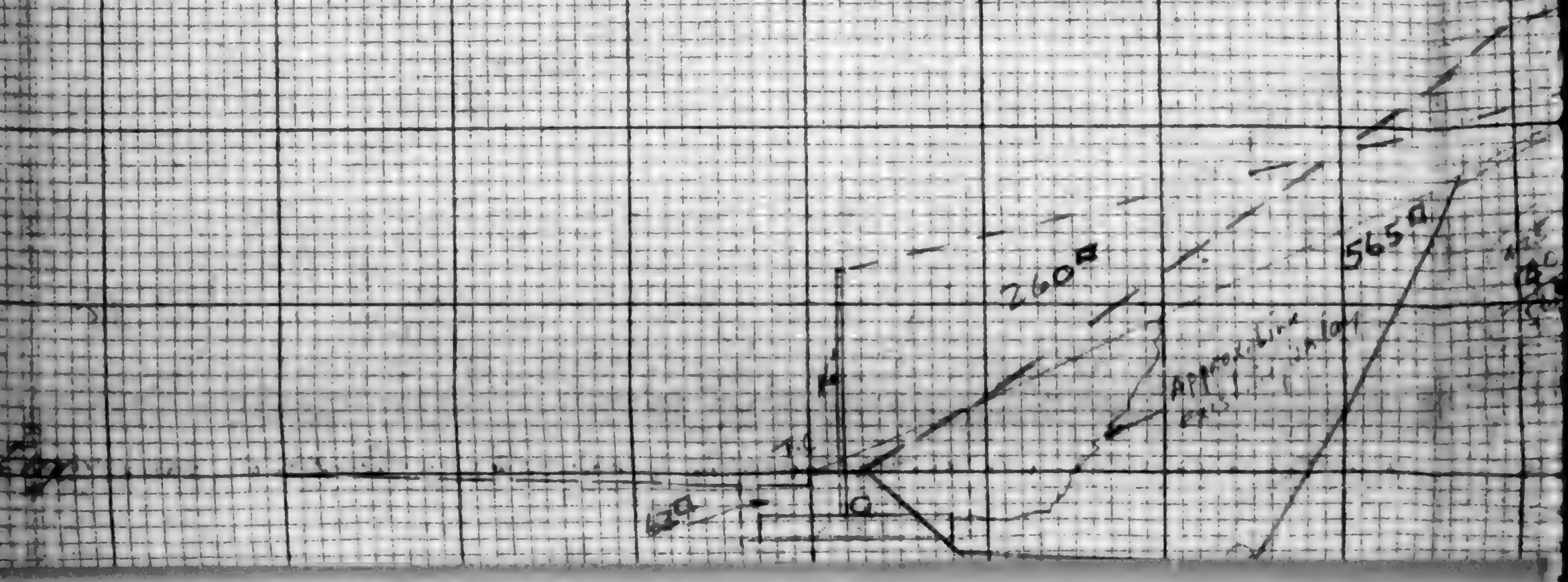
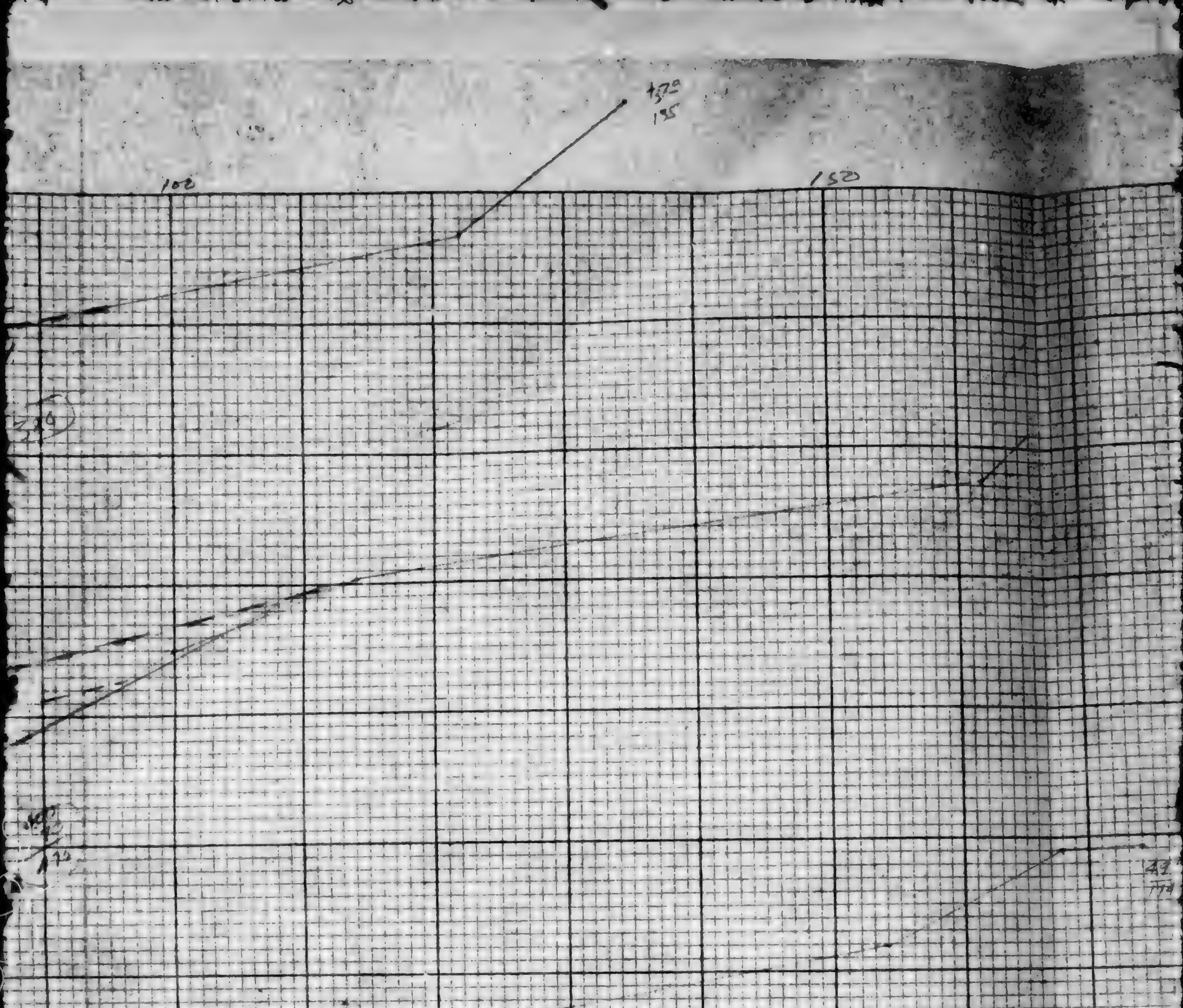

260'
565'
Approx. line
T.
62'
D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150
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174

50

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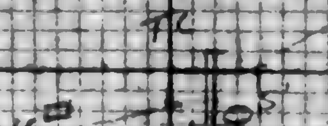

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Proposed Conc Retain Wall
&
Rock Inlay Retain Wall

Scale 1" = 10'

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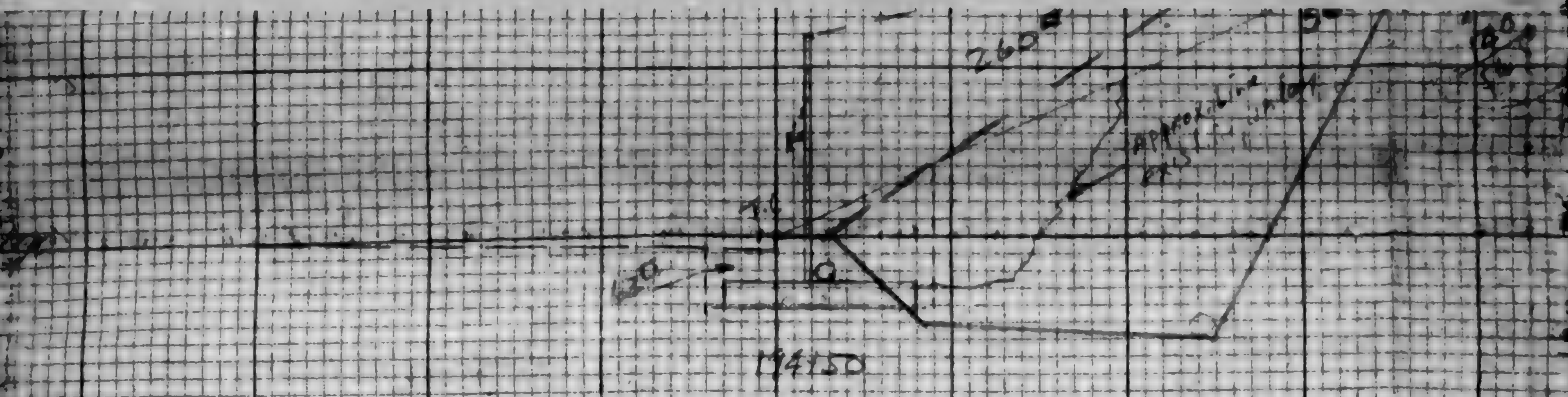
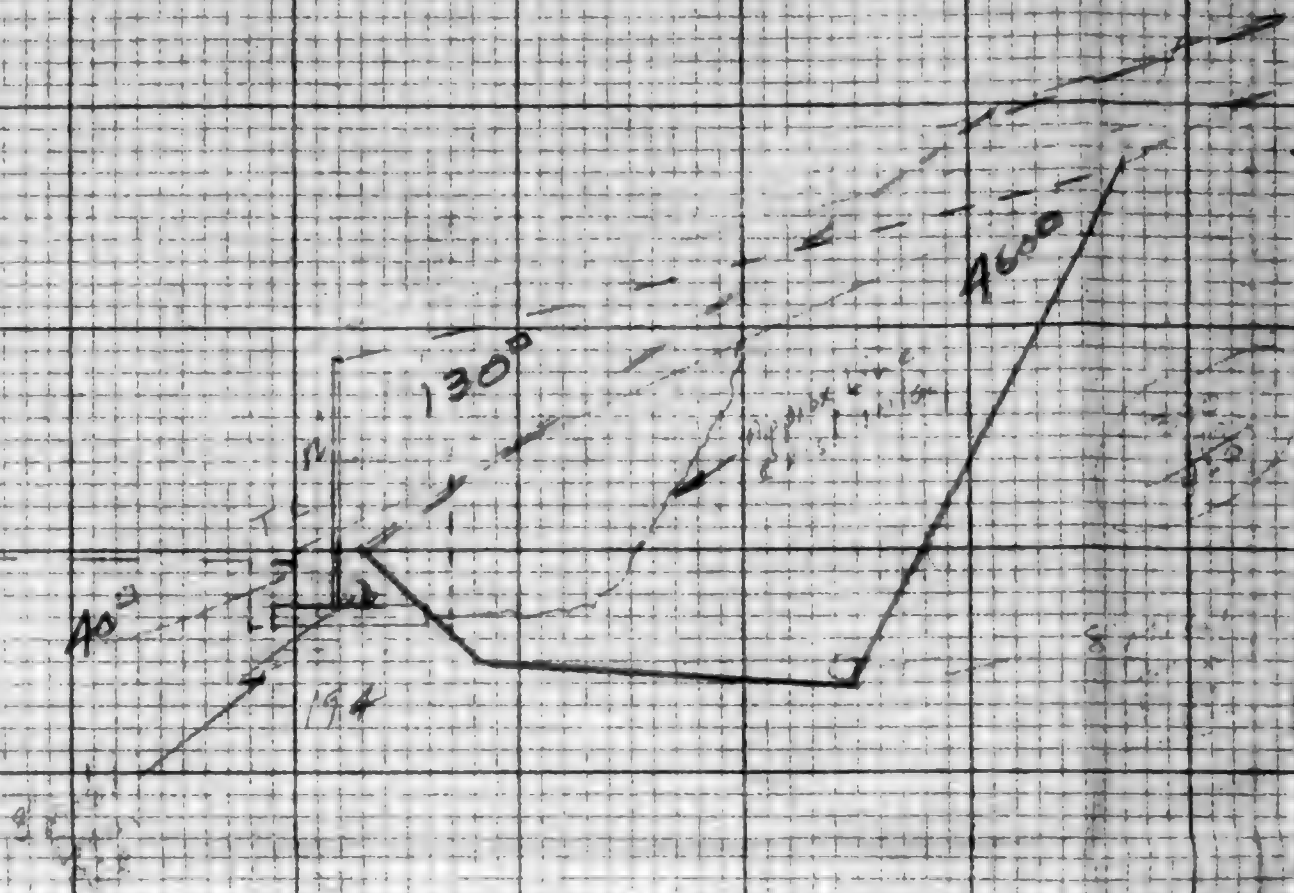
Oct 2, 1961


260□
5□
Approx Line Existing grade
T
H
62□
194+50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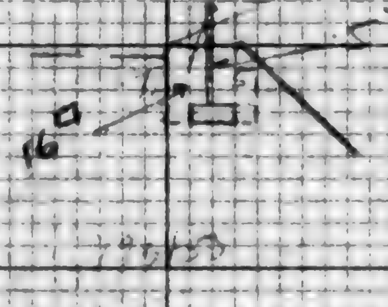
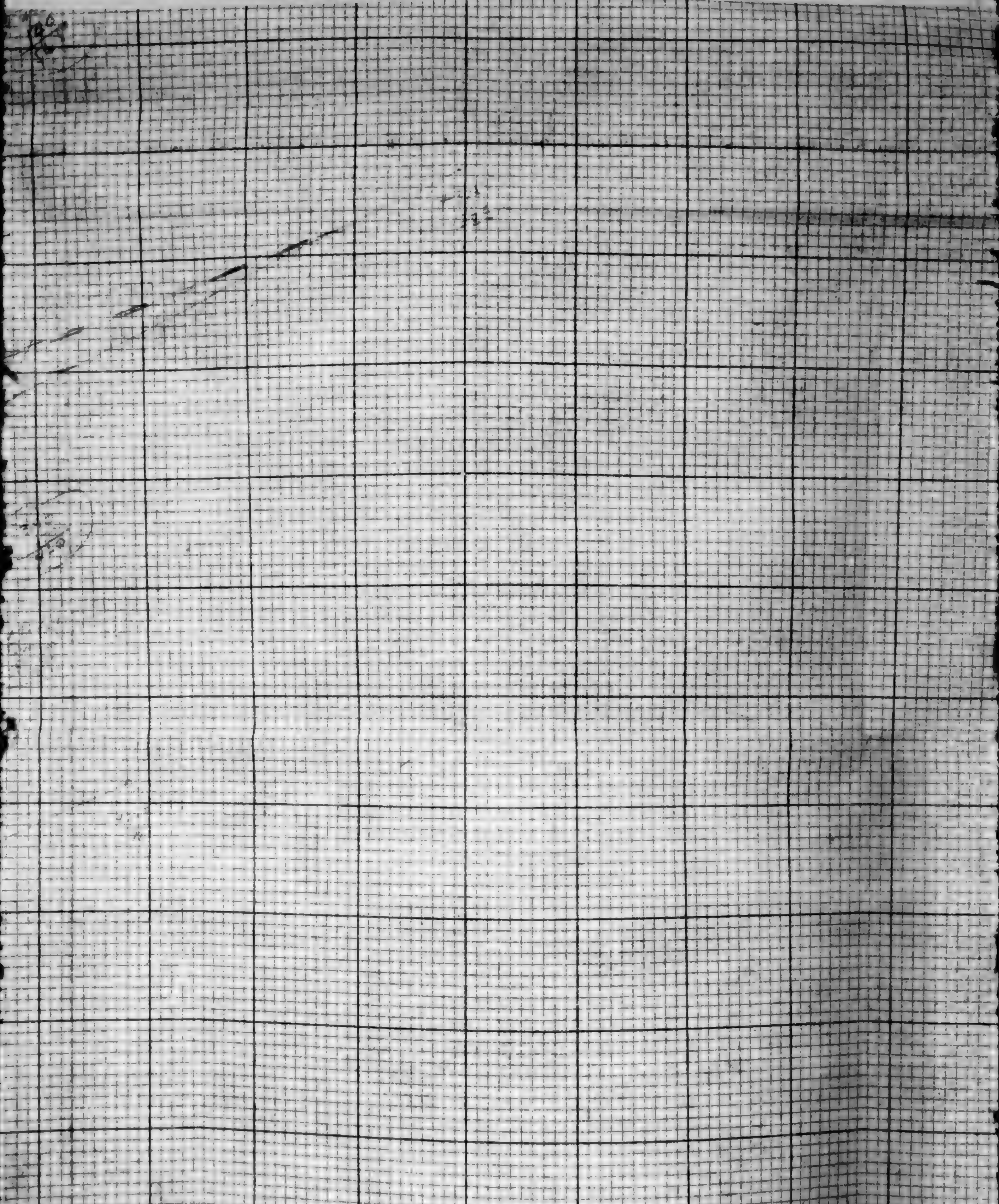
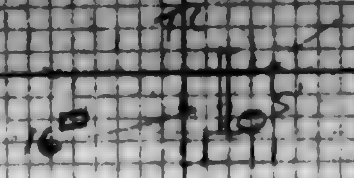

16□
194+25





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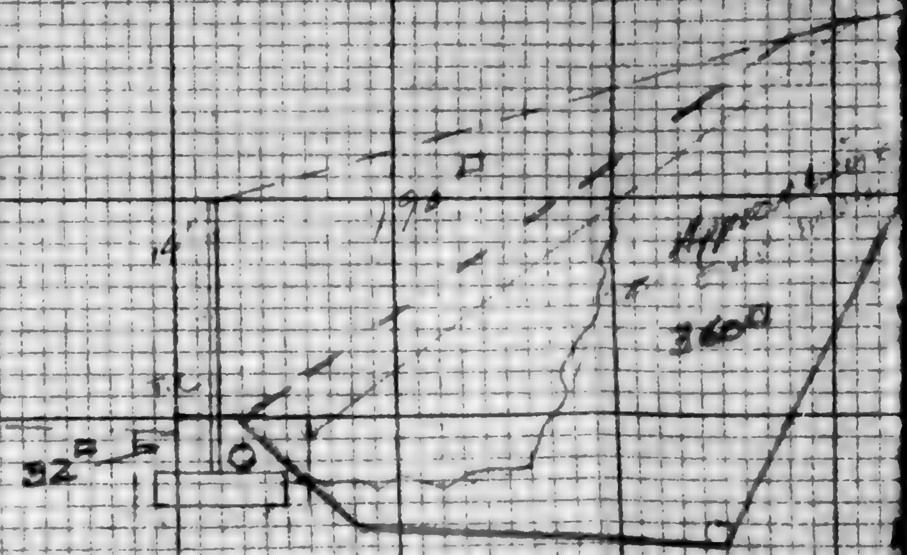

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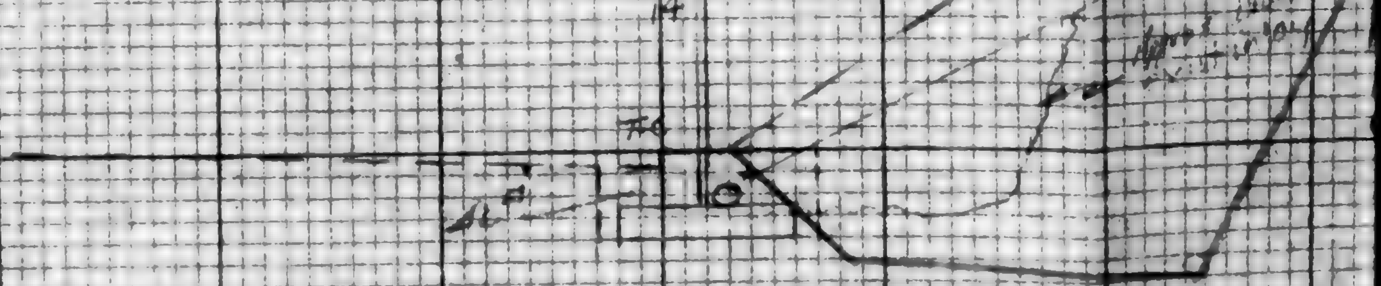

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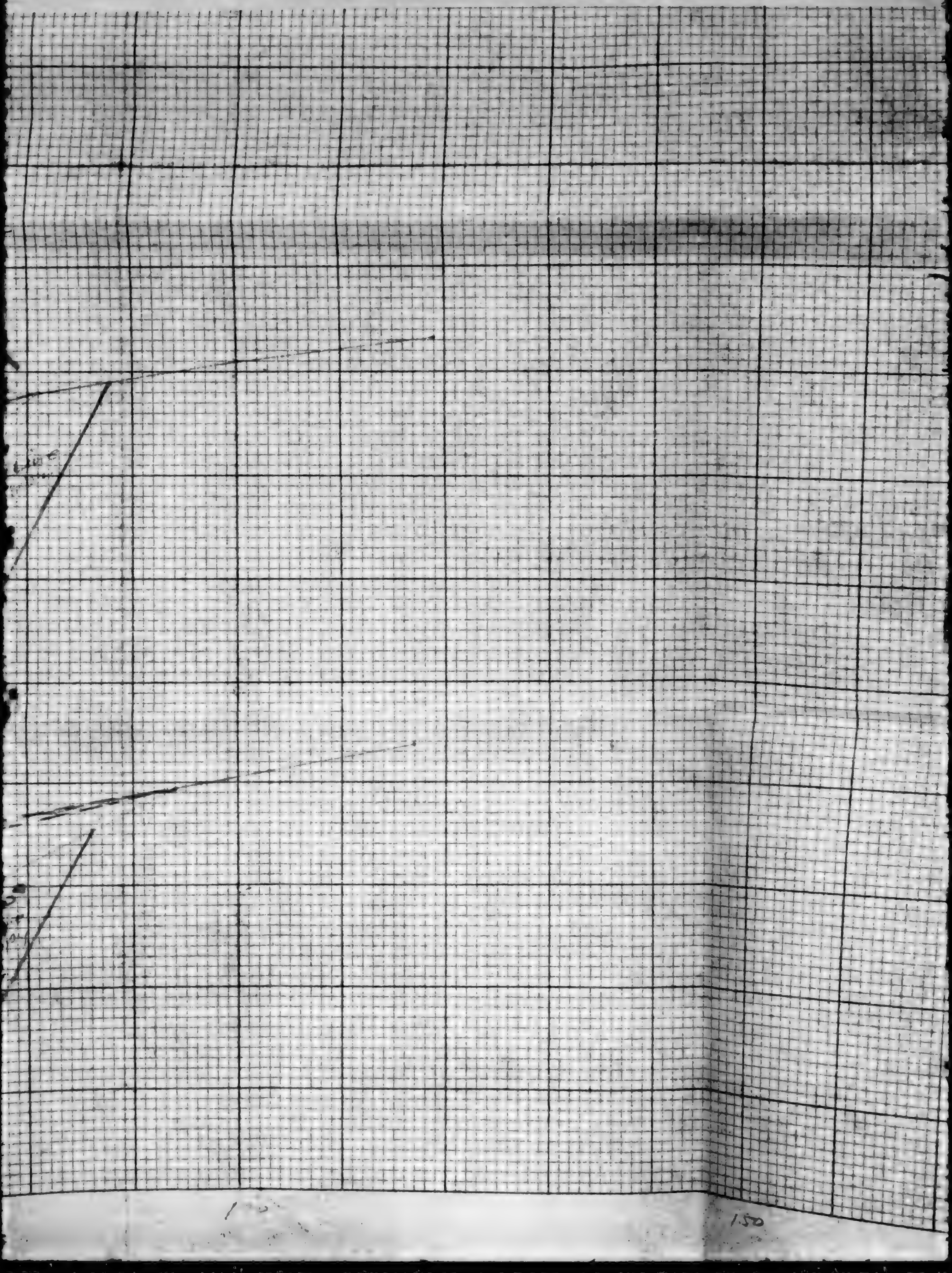
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November 20, 1961

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 9 covering the loading and hauling of backfill material for curbs on the S. W. Lowell St.-S. W. 11th Ave. Unit, Harbor Drive-Washington County Line Section of the Pacific (R. H. Baldock Freeway) Highway in Multnomah County, Contract No. 5762, in connection with Federal Aid Project No. I-5-6(5)298.

Materials for backfilling behind curbs were placed in a berm under the grading contract. Erosion and settlement have reduced the berm in some areas and additional material is needed for the backfill.

This order covers the loading and hauling of available material. Placing, compacting, etc., is a part of this contract.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

DBP:bb

Enc.

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November 8, 1961

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
477 Cottage Street N. E.
Salem, Oregon

Oregon Projects I-5-6(13)295
S. W. 11th Ave.-Tigard Interchange Sec.
Contract No. 5385 and
I-5-6(5)298 and I-5-6(19)295
S. W. Lowell St.-S. W. 11th Ave. Sec.
Contract No. 5762
Installation of Roadway Delineators
(Light Posts)

Dear Sir:

Reference is made to your letter of September 29 concerning the conflict between underground illumination cables and the delineators called for by the AASHO Manual on these projects.

We agree with your suggestion that the white delineators should be eliminated and have made arrangements with the respective contractors on the projects to accomplish this purpose.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

FBK:fp me

cc W. C. Williams
Tom Edwards

UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street, N.E.
Salem, Oregon

TO : Mr. W. C. Williams, State Highway Engineer
Salem, Oregon

DATE: September 29, 1961

PLEASE RETURN TO
FORREST COOPER

CGPolk

FROM : C. G. Polk, Division Engineer
08-35.2 Salem, Oregon

SUBJECT: Oregon Projects I-5-6(13)295, I-5-6(5)298 and I-5-6(19)295
Installation of Roadway Delineators (Sight Posts)

A field inspection of the above projects brought to the attention of this office a condition that could seriously damage the underground illumination cables. The plans for the illumination require that the contractor place his direct burial cable some distance behind the curb. This placement of the cable varies due to conditions encountered on the site.

The requirements of the AASHO Manual for Signing and Pavement Marking of the National System of Interstate and Defense Highways, as revised and adopted November 15, 1960 require that delineators shall be placed along the right side of through Interstate roadways, two feet beyond the outer edge of the roadway shoulder or the face of an unmountable curb. The manual now states that delineators shall be placed continuously on all Interstate roadways, except on those sections between interchanges where fixed source lighting is installed and in operation. It further states that delineation is to be installed on all roadways at all interchanges whether or not the interchanges are lighted.

It is our suggestion that delineators be eliminated from the through traffic roadways from the Tigard Interchange northward to Harbor Drive. The yellow delineators would still be required on the ramps of interchanges. The possibility of damaging the direct burial cable with the delineator posts would then be greatly reduced.

It is called to your attention that the project I-5-6(13)295 is practically complete and delineator installation on this section of highway will probably be scheduled in a very short time.

Edw
Peters & [illegible]

CONSTRUCTION DIVISION
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COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

I-5-6(1a) 305
5762

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

November 1, 1961

Mr. C. G. Polk, Division Engineer
Bureau of Public Roads
477 Cottage Street, N.E.
Salem, Oregon

File No. 33698 - King
Harbor Drive-Barbur Boulevard
Section
Pacific Highway
Multnomah County

Dear Sir:

I attach copies of a letter from Mr. F. B. Klaboe, which is self-explanatory.

Our staff appraiser has placed upon the King property a value of $18,100. A fee appraiser places a value of $19,400, but our review indicates the $18,100 figure to be the proper level for negotiation.

It is our recommendation that we be authorized to purchase this property in its entirety, as a part of this project, with normal Federal participation. We believe that the property will derive a substantial rental income prior to the time slide encroachment should make it unhabitable, and there is a possibility of moderate salvage from sale of the building should slide erosion make it impossible to rent.

Should the salvage value have a bearing upon your decision, I shall be glad to ask our Property Manager to make an estimate.

We ask for your response to our proposal as soon as you have been able to study the field situation. The estimates to which Mr. Klaboe's letter alludes are available to you from the Construction Division.

Very truly yours,

L. I. Lindas
Chief Counsel

By

Walter T. Wright
Right of Way Engineer

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NOV 2 1961
OFFICE OF
STATE HIGHWAY ENGINEER

cc Mr. W. C. Williams ✓
Mr. L. I. Lindas

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE
Salem, Oregon
September 22, 1961

SUBJECT:

To:

Mr. Lloyd Shaw
Metropolitan Engineer
State Highway Department
5821 N. E. Glisan Street
Portland 13, Oregon

33698

D. H. MOEHRING

Reference is made to the King slide on the S. W. Lowell Street-S. W. 11th Avenue Section, Contract No. 5762. A recent communication from your office recommended that we purchase the entire King holding at an appraised value of $18,100. This matter has been studied by this office and it seems to us that this is the best solution to the problem.

However, we will need an evaluation of the cost of : (1) constructing a concrete retaining wall of sufficient height to permit safe slopes up to the King yard; and (2) removing the existing rock toe and replacing it with a heavier one which will assure stability of the King yard and house. Our Soils and Geology Section has estimated that the existing rock inlay will have to be increased at least 15 per cent in weight.

Please therefore work up estimates of the costs listed under 1 and 2 above and present them along with supporting typical sections, etc. We are assured by the Geology Department that your estimates will be much greater than the cost of acquiring the property, so detailed accuracy will not be required.

I enclose a copy of a letter from G. L. Decker concerning this matter.

Tom Edwards
Construction Engineer

By

F. B. Klaboe
Field Construction Engineer

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FBK:fp
Enc.
cc W. T. Wright

NOTED
W. T. WRIGHT

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OCT 17 1961
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OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 10, 1961

SUBJECT King Property File 33698
S.W. Lowell St.-S.W. 11th Ave. Unit
Contract No. 5762

To:
Mr. W. T. Wright
Right of Way Engineer
OFFICE

For sometime now, we have had under investigation the damage problem to the King property noted in the subject of this letter. A slide beneath their property resulting from roadbed cuts on this Interstate project has damaged their property a total amount of $600. We have attempted unsuccessfully to negotiate with Mr. King on this basis of $600. Mr. King states that additional damage is still occurring and that he will not deal with us short of an entire taking or a condemnation action.

Our Soils Section reports that further movements can be expected which could progress into the foundation area of the King residence. They have proposed two alternate solutions which they believe would guarantee that no further damage will occur. The first alternate proposed is to construct a retaining wall of sufficient heighth to safely retain the slopes beneath the King yard. It is estimated by the Division Engineer that the cost of such a retaining wall would amount to $30,300. The second alternate would be to remove the existing rock inlay that had previously been constructed in the toe of the King slide and replace the same with a considerably larger and heavier section. It is estimated by the Division Engineer that this method of correction would require an expenditure of $24,800.

We have been told that you✓ appraisers have evaluated an entire taking of this property at the sum of $18,100.

In light of the circumstances surrounding this entire matter, we believe that it would be appropriate to contact the Bureau of Public Roads and determine their thoughts concerning the matter. It is recommended by this office that if concurrence of the Bureau can be obtained, we should purchase the property in its entirety. If we can be of further assistance in supplying information relating to the costs or potential dangers to the residence itself, please advise.

Tom Edwards
Construction Engineer

By
F. B. Klaboe
Field Construction Engineer

FBK:fp
cc Forrest Cooper ✓
Lloyd Shaw

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FORREST COOPER

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OCT 10 1961
FOR FILING

5762

October 9, 1961

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 7 covering erosion repair and correction on the S. W. Lowell St.-S. W. 11th Ave. Unit, Harbor Drive-Washington County Line Section of the Pacific (R. H. Baldock Freeway) Highway in Multnomah County, Contract No. 5762, in connection with Federal Aid Project No. 1-5-6(5)298.

Subsurface drainage and surface runoff have carried away fine material overlying the rock. It is proposed to place a rock overlay, which will act as a filter and slope reinforcement to prevent further damage.

It is estimated that 1,000 cu. yds. of rock, the delivered price of which will be $2.35 per yard, will be required.

This work has been verbally recommended for approval by the BPR Highway Engineer.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

DBP:lt
Enc.

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AUG 25 1961
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August 24, 1961

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 3-Supplemental covering the revision of sign installation on the S. W. Lowell St.-S. W. 11th Ave. Unit, Harbor Drive-Washington County Line Section of the Pacific (R.H. Baldock Freeway) Highway in Multnomah County, Contract No. 5762, in connection with Federal Aid Project No. I-5-6(19)295.

Due to shortening the island at the south bound off ramp at the Capital Highway Interchange it is necessary to revise the mounting of the exit sign.

This supplement covers additional revisions of Order for Extra Work No. 3, which was approved by the B.P.R., April 27, 1961. They have been verbally recommended for approval by the B.P.R. Highway Engineer.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

Enc.

DBP:bm

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477 Cottage Street, N.E.
Salem, Oregon

August 11, 1961

Mr. W. C. Williams, State Highway Engineer
Salem, Oregon

C. G. Polk, Division Engineer
08-35.4-DA Salem, Oregon

Oregon Project I-5-6(5)298
Extra Work Order No. 6

Extra Work Order No. 6 on the Lowell St.-11th Avenue Unit of Project I-5-6(5)298, submitted with your letter of August 9, 1961, is returned without approval.

The fill settlement causing the damage may be unavoidable, yet, on the other hand it might reflect the conditions and methods under which it was constructed. Normally such repairs which occur after the contractor has been released are considered as maintenance and the obligation of the State. Since this case may be considered as some-what unusual we are willing to participate in the repairs to the extent that only the minimum amount of work necessary to provide a suitable riding surface is performed.

We believe that an overlay of AC Pavement over the damaged section will provide a satisfactory surface. For appearance sake, we would agree to extending the overlay across the structure to meet the AC Pavement on the far side of the structure.

Undoubtably there will be additional settlement in this area and we do not agree that we can justify the additional expense of jacking the pavement as you suggest. Furthermore this operation would be difficult and costly to perform under traffic should subsequent correction be necessary.

If you wish to resubmit this Extra Work Order providing for an AC Pavement overlay, we are prepared to give it favorable consideration. This will confirm our previous discussion with representatives of your construction department.

Foster
Edward

Attachments

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I-5-6(5)295

5762

August 10, 1961

Mr. C. G. Polk, Division Engineer
Bureau of Public Roads
477 Cottage Street, N. E.
Salem, Oregon

Lowell Street-11th Avenue
Project I-5-6(5)298,
I-5-6(5)295

Dear Sir:

Reply is made to your letter of August 7 concerning the Lowell Street-11th Avenue project in Portland, which states in part: "...it was noted that plans are being made to construct the aggregate base course .06 feet below final and plan profile...". This is untrue.

The preparation of grade and placing of forms for concrete paving consists of three operations:

(a) The finishing and compacting of the base material.

(b) The placing of the forms to rough line and grade, following which a "rough grader" is drawn through the forms and rolling takes place.

(c) The final amount of sand cushion is applied. The forms are brought to true line and grade. The fine grader is drawn through the forms and final compaction takes place.

Three items have been troublesome in attempting the finishing of the base course to exact grade. First, is the scuff of the 1-1/4" material under the fine grader; second, the damaging of stakes when the stakes are set to exact grade; third, the lack of fine materials or suitable materials to properly tamp under the forms.

Only one job has been processed with stakes set to exact grade. This was the Kiewit paving job in Portland. We attribute some of the non-uniformity of depth to this practice. The Portland project is being processed under the following procedure:

(a) Top of grade stakes are set 0.06 foot below subgrade to prevent stake damage. This is the same process that has prevailed over all projects other than the Kiewit job.

(b) A small amount of cushion course is added to permit sufficient fines for proper form tamping.

(c) The rough grader is taken through the forms with 3/4"-0 being added as necessary to insure that no cushion depth will exceed the desired thickness.

(d) The final cushion course is applied ahead of the fine grader.

We believe the desired result will be achieved by this method. I might further add that the specifications for the subject job do not carry a specific requirement as to sand cushion depth. We have changed our base design to the end that future jobs will have a base which includes two inches of 3/4"-0 directly under the pavement. This will tend to eliminate considerable of the trouble of scuff and provision of necessary fines for form tamping.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

cc Mr. W. C. Williams
Mr. Tom Edwards
Mr. R. L. Porter
Mr. Lloyd Shaw

TE:jw ms

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AUG 9 1961
FOR FILING

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5762

August 9, 1961

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
477 Cottage St. N. E.
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work N. 6 covering pavement jacking and leveling on the Lowell St.-11th Avenue Unit of the Baldock Freeway in Multnomah County, Contract No. 5762, in connection with Federal Aid Project No. I-5-6(5)298.

The fill at the south end of the Sheridan Street structure has settled due to consolidation of the existing ground upon which the fill was placed. A maximum of 0.4' settlement has been measured. No appreciable settlement has been measured since January, 1961.

The plan of correction is to set bolts at 4 points across the pavement as shown on the attached sketch and lift the slabs to a level position by supporting them from steel beams. The void under the slab will then be filled with pumped grout.

We believe that grout is more desirable for correction of this settlement than overlaying with A.C. pavement, since it preserves the original type of pavement surface.

Two copies of the profile showing subsidence are also included.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

Enclosures

DBP:cr

RECEIVED
AUG 8 1961
FOR FILING

(9-22-59)

UNITED ST ES VERNMENT

Memorandum

S. ARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street, N. E.
Salem, Oregon

TO : Mr. W. C. Williams, State Highway Engineer
Salem, Oregon

DATE: August 7, 1961

5762

C G Polk

FROM : C. G. Polk, Division Engineer
08-35.4-DA Salem, Oregon

SUBJECT: Lowell Street - 11th. Avenue, I-5-6(5)298, I-5-6(19)295

During a recent inspection of the above captioned project, it was noted that plans are being made to construct the aggregate base course .06 feet below final and plan profile. Such a procedure will undoubtedly result in a thickness of cushion material of at least .06 feet if the base is constructed according to specifications.

The specification for cushion materials Article 2.20.11 Revised, provides as follows:

> "The cushion course shall consist of a single course of fine granular material placed on the prepared stone base to fill, key and smooth said base and to provide a uniform fine-textured surface."

The obvious intent of this specification is not to provide a minimum course of cushion material .06 feet in thickness on top of the base but to use only sufficient material to key up the surface and fill any minor irregularities and voids in the top of the base.

We have observed excessive thickness of cushion material being used on other projects and we have objected. In some instances this thickness was in excess of 1½ inch.

If this procedure as being followed results in a cushion thickness in excess of that required to comply with the specifications as interpreted above, it will be considered as unsatisfactory work. Furthermore if the practice is continued we will be unwilling to participate in any overrun in the quantities of cushion material.

Edw has copy

RECEIVED
AUG 8 1961
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JUL 28 1961
FOR FILING
3762

July 27, 1961

Mr. C. O. Polk
Division Engineer
Bureau of Public Roads
477 Cottage Street, N. E.
Salem, Oregon

Dear Sir:

During the past winter, a slide has occurred on the S. W. Lowell Street-S. W. 11th Avenue project, Pacific Highway, which involves a portion of Slavin Road, a county road located adjacent thereto. Repairs to the cut slope on this project will necessitate removal of a portion of Slavin Road. The estimated cost to relocate this county road amounts to $23,100 as shown on the enclosed summation list.

The portion of Slavin Road which would require relocation along with the remainder of it located southerly of the slide serves only three vacant lots. The County Engineer, Mr. Paul Northrop, has, in the past, strongly urged us to purchase these lots so that the County could abandon the road. We have had our Appraisal Section determine the fair market value of the properties and the results are listed below:

	Area	Appraisal
Heath, R.W. File 31827	Approx. 47,900 sq. ft.	$2,875
Ralston, R.W. File 31828	23,120 sq. ft.	1,650
Johnstone, R.W. File 31830	9,150 sq. ft.	2,200

May we have your approval of participation in the purchase of these three properties at the total estimated cost of $6,725 so that the County may proceed with its abandonment of this section

A sketch map showing the areas involved is enclosed.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

Encl.
cc W. C. Williams
Tom Edwards
Walter T. Wright
Lloyd Shaw
FBK:fp fn

FORM E-30 80M 5-61 34397

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 25, 1961

SUBJECT: S.W. Lowell St.-S.W. 11th Ave.
Section
Contract No. 5762

To:
Mr. Forrest Cooper
Deputy State Highway Engineer
OFFICE

During the past winter, a slide has occurred on this project which involves a portion of Slavin Road located southerly of Rasmussen Village. Please refer to the enclosed sketch map which more accurately outlines the areas involved.

In order to perform the corrective work which will assure a stable condition on the freeway itself, it will be necessary to remove several hundred feet of Slavin Road. The estimated cost to relocate Slavin Road is $23,100. A breakdown of this cost is also enclosed.

Slavin Road is under the jurisdiction of Multnomah County and at the present time serves only three properties shown outlined in red on the enclosed map. County Engineer Paul Northrop has requested that we purchase these three properties in order that they may legally abandon this portion of Slavin Road. Our appraisals for the three parcels involved are listed below:

	Area	Appraisal
Heath, File 31827	Approx. 47,900 Sq. Ft.	$2,875
Ralston, File 31828	23,120 Sq. Ft.	1,650
Johnstone, File 31830	9,150 Sq. Ft.	2,200

The total estimated cost for acquiring these properties is therefore $6,725 which compares very favorably with the estimated cost of relocation in the amount of $23,100.

The Bureau of Public Roads people have been consulted and expressed approval of participating in the purchase of these properties rather than performing the relocation work desribed above. A rough draft of a letter to the Bureau is enclosed.

g

Lloyd Shaw also informs me that Mr. Northrop is very anxious to proceed with the abandonment of this portion of Slavin Road and that he has his assurance that said abandonment will be easily accomplished.

Tom Edwards
Construction Engineer

By Klaboe
F. B. Klaboe
Field Construction Engineer

FBK:fp

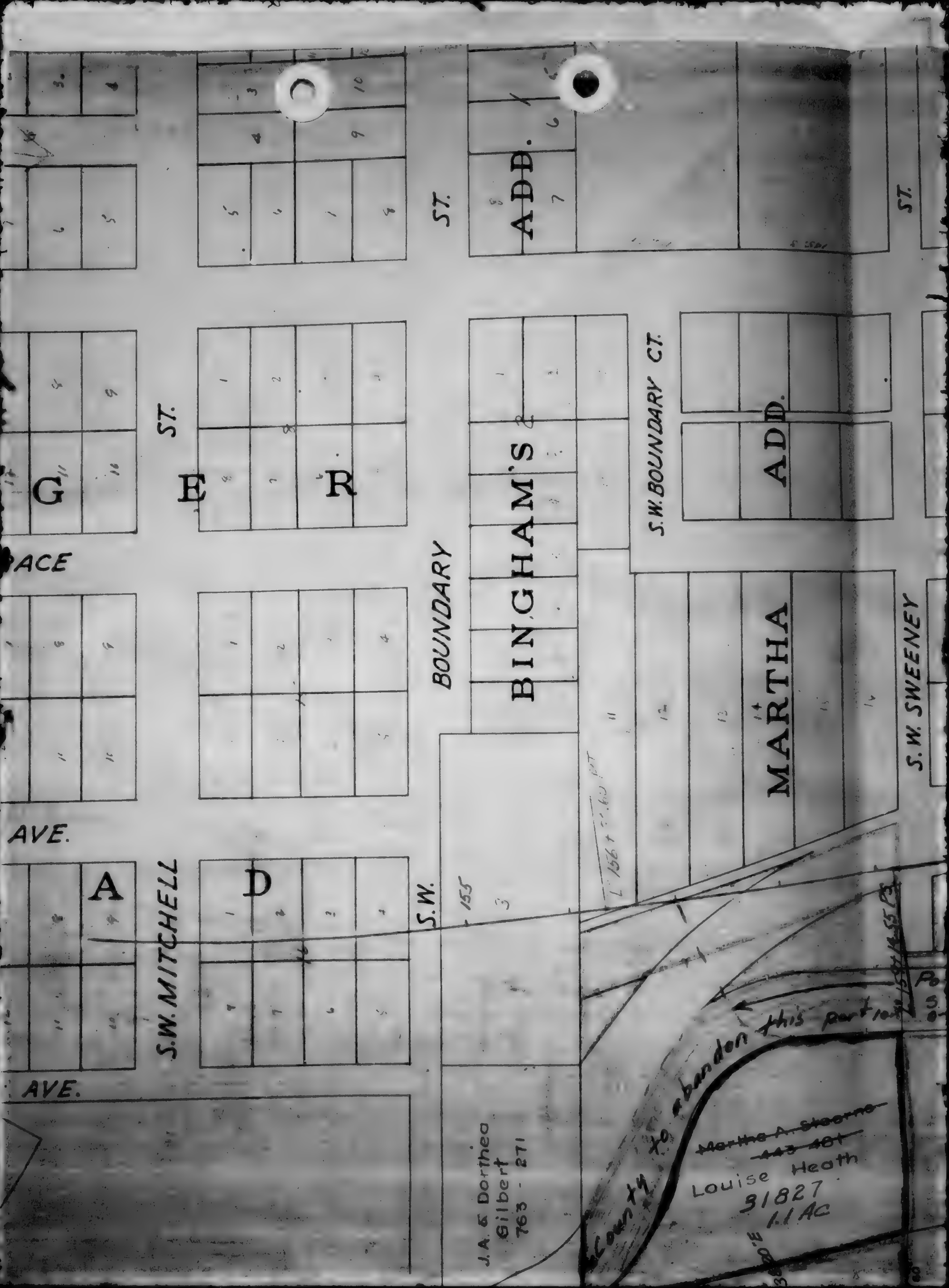
Enc.

cc Lloyd Shaw
W. T. Wright

RECEIVED
JUL 26 1961
OFFICE OF
STATE HIGHWAY ENGINEER

SLAVIN ROAD SLIDE AREA RELOCATION

No.	Item	Unit	Quantity	Allowance	Total	Price	Amount
1.	Clearing & Grubbing	All	100%	--	100%	$250.00	$ 250.00
2.	Gen. Excavation, Unclass.	c.y.	14,106	1,394	15,500	0.70	10850.00
3.	Finishing Roadbed & Slopes	mile	0.18	---	0.18	250.00	45.00
4.	Coarse Crushed Mat'l. in Base	ton	1,294	131	1,425	2.15	3064.00
5.	¾"-0" Material in Base	ton	335	35	370	2.25	833.00
6.	Sprinkling	M-gal.	31	4	35	2.00	70.00
7.	Preparation of Base	mile	0.18	---	0.18	250.00	45.00
8.	¾"-0" Mat'l. in Binder Course	ton	27	3	30	4.00	120.00
9.	RC-3 Asphalt in Binder Course	ton	3.2	0.3	3.5	55.50	194.00
10.	Class "B" Asphaltic Concrete	ton	348	32	380	6.20	2356.00
11.	Salvage & Reinstall Metal Guard Rail	lin.ft.	700	70	770	2.00	1440.00
						Subtotal	19,297.00
	Engineering & Contingencies 20%						3,803.00
						Total	$23,100.00


G E R
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AVE.
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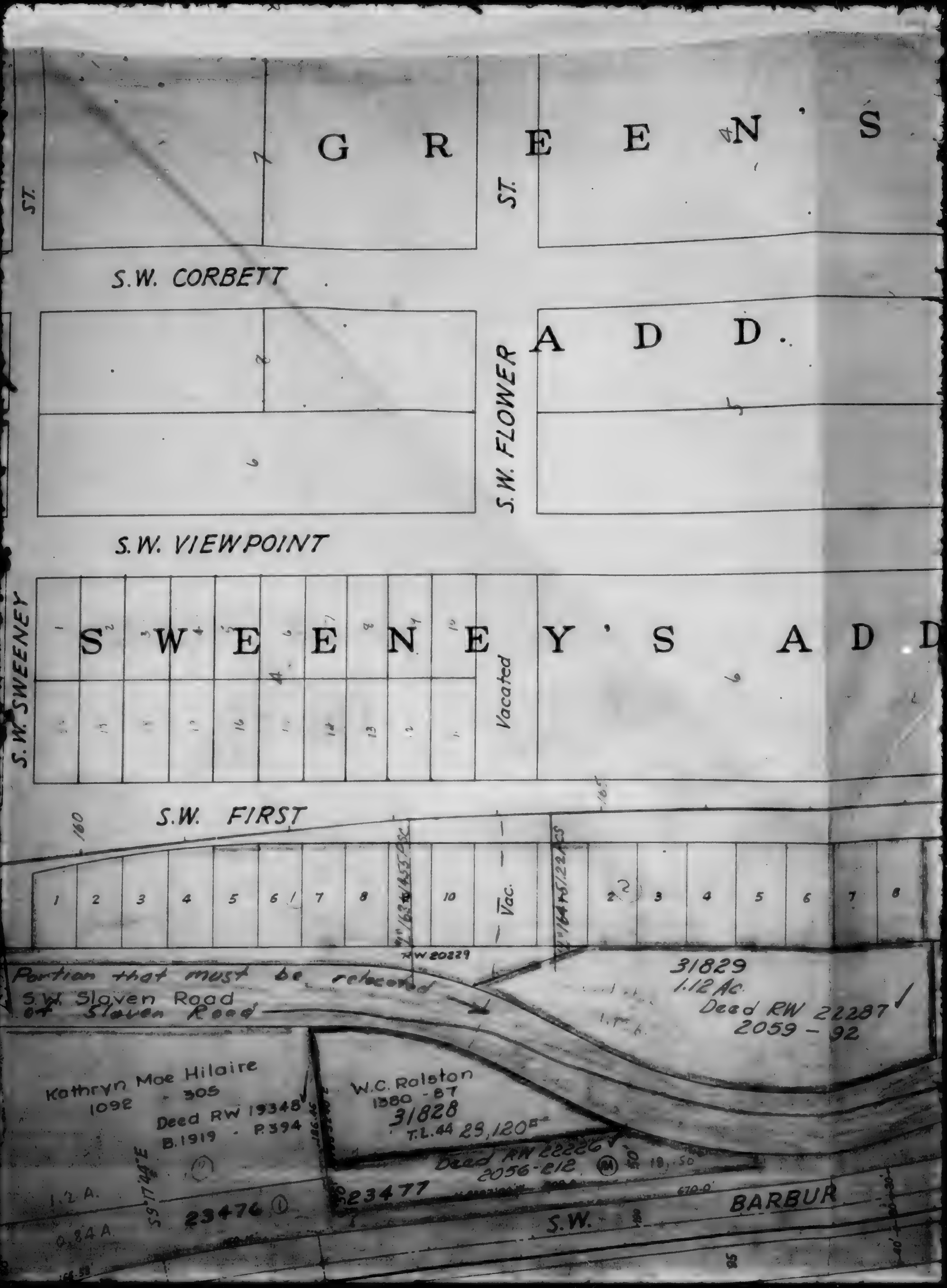
BOUNDARY
S.W.
ST.
BINGHAM'S
ADD.
S.W. BOUNDARY CT.
ADD.
MARTHA
S.W. SWEENEY
ST.
155
County to abandon this part
~~Martha A. Stearns~~
~~443 481~~
Louise Heath
31827
1.1 Ac
J.A. & Dorthea
Gilbert
763 - 271



GREEN'S ADD.
ST.
ST.
S.W. CORBETT
S.W. FLOWER
S.W. VIEWPOINT
SWEENEY'S ADD
S.W. SWEENEY
Vacated
S.W. FIRST
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Portion that must be released of Sloven Road
S.W. Sloven Road
31829
1.12 Ac.
Deed RW 22287
2059 - 92
Kathryn Mae Hilaire
1092 - 305
Deed RW 19348
B.1919 - P.394
W.C. Ralston
1380 - 87
31828
T.L.44 29,120
Deed RW 22226
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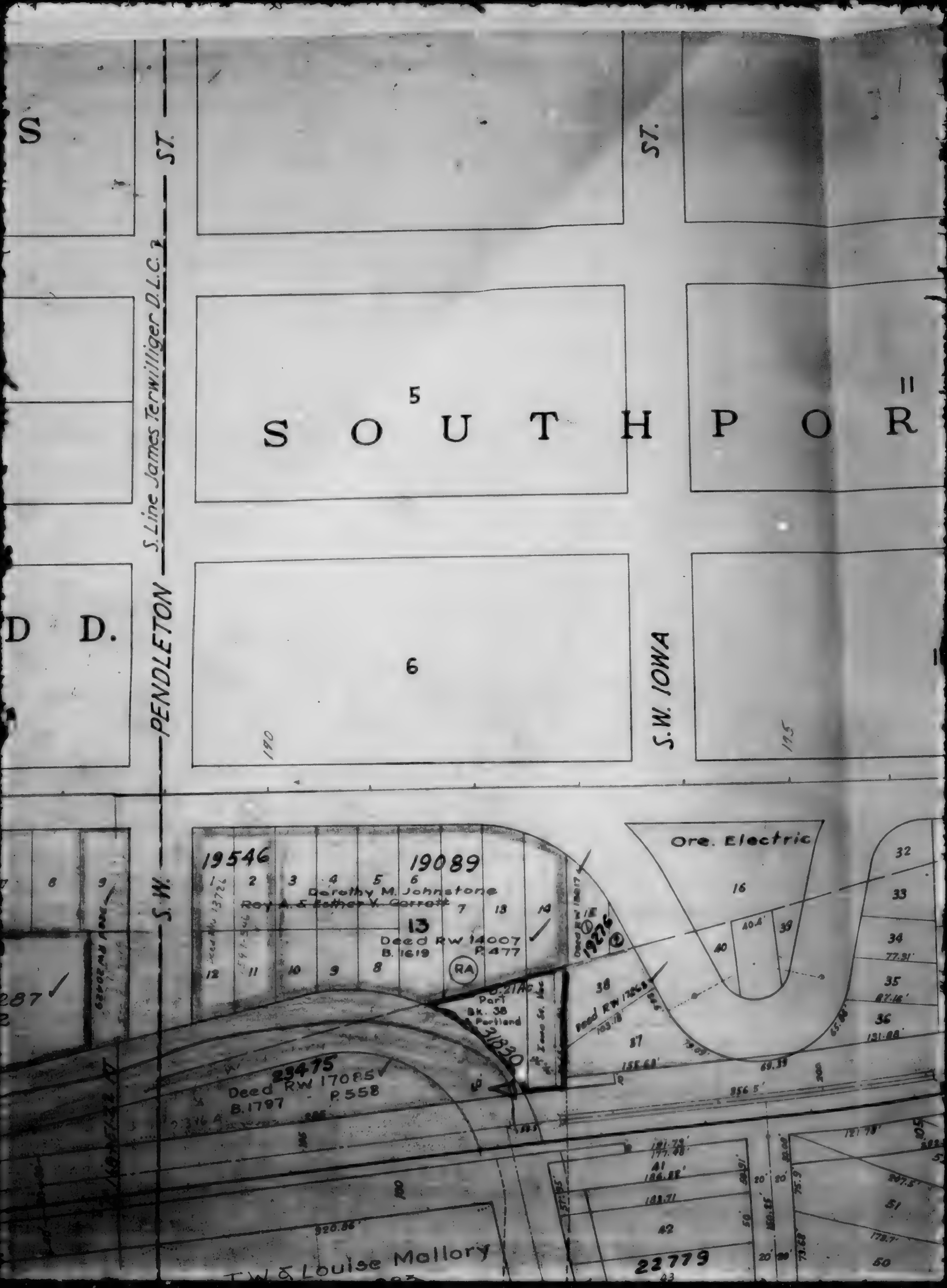S
S.W. PENDLETON ST.
S. Line James Terwilliger D.L.C.
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8
9
Dorothy M. Johnstone
Roy A. & Esther V. Garrett
13
Deed RW 14007
B. 1619 P. 477
RA
12
11
10
14
19276
Ore. Electric
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33
34
77.31'
35
87.16'
36
131.88'
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39
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37
Deed RW 17868
103.18
155.68'
69.39
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Part
Bk. 38
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31830
287
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B. 1797 P. 558
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177.48'
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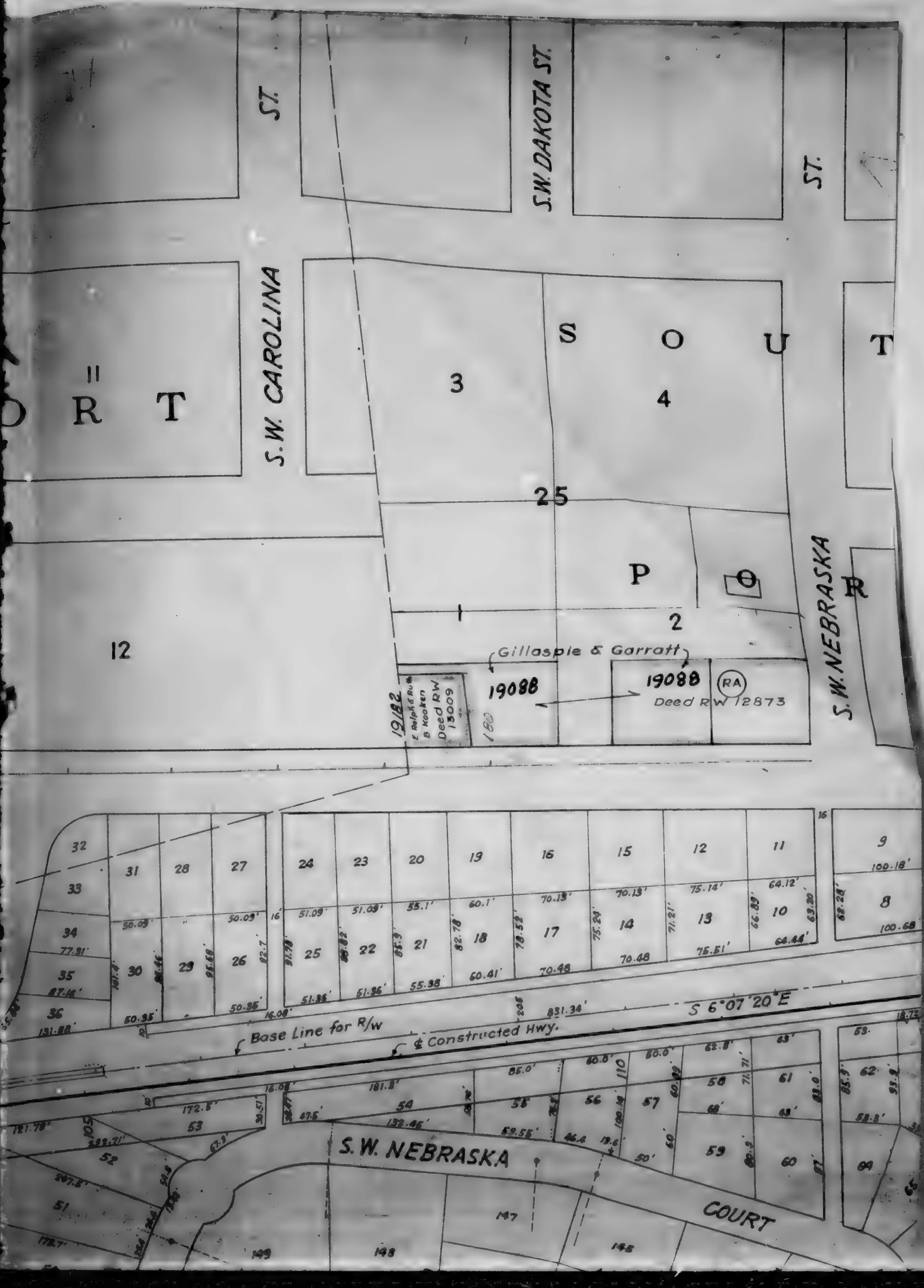
T.W. & Louise Mallory


S.W. CAROLINA ST.
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E. Ralph & Ruth B. Kooken Deed R/W 13009
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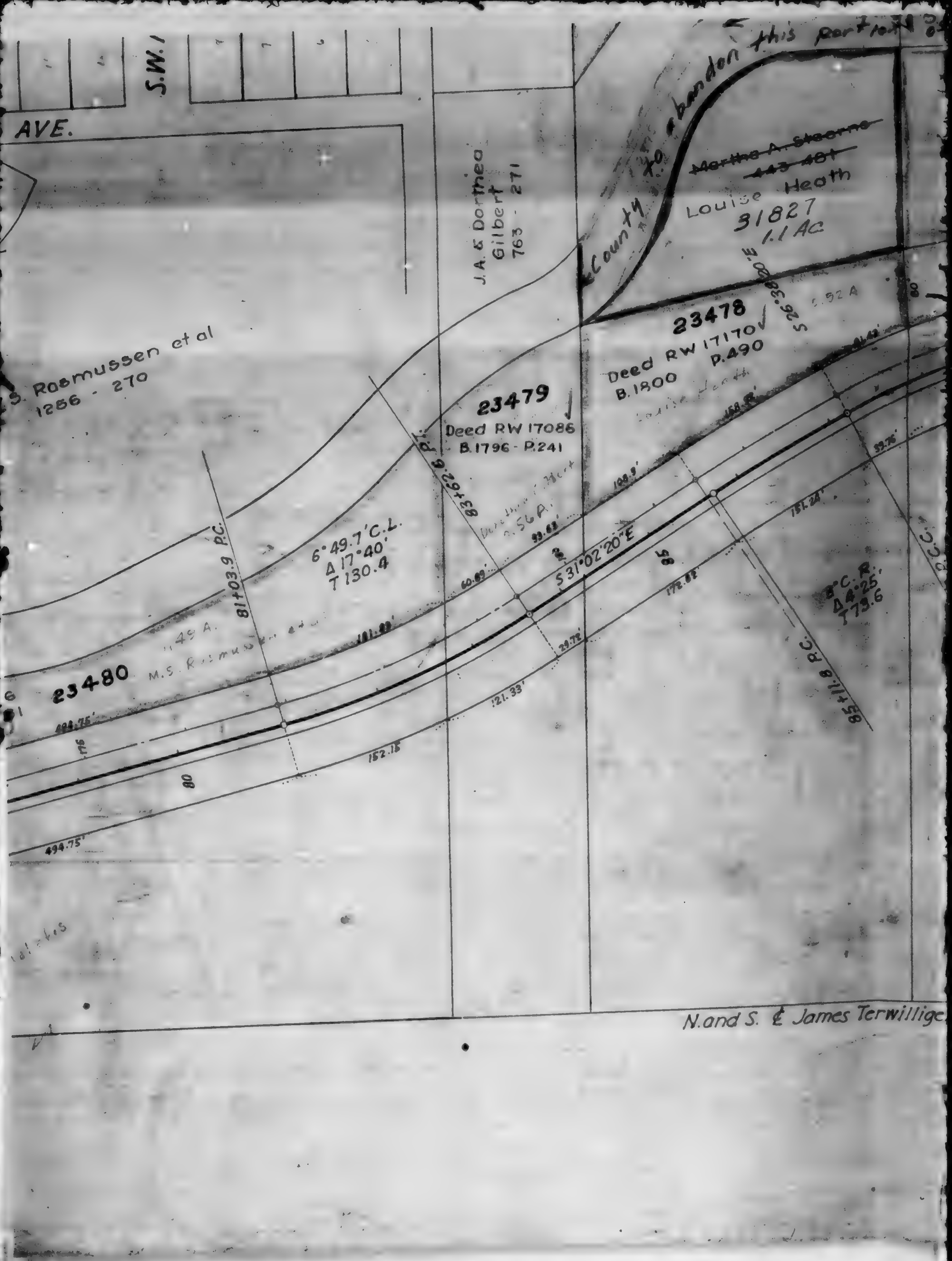
S.W.
AVE.
S. Rasmussen et al
1286 - 270
J.A. & Dorthea
Gilbert
763 - 271
County to abandon this part
~~Martha A. Stearns~~
~~443-481~~
Louise Heath
31827
1.1 Ac
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Deed RW 17170
B.1800 P.490
Louise Heath
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23479
Deed RW 17086
B.1796 - P.241
Dorthea Gilbert
0.56 A.
83+62.6 P.T.
81+03.9 P.C.
6°49.7' C.L.
Δ 17°40'
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23480
M.S. Rasmussen et al
0.49 A.
494.75'
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181.89'
60.89'
93.63'
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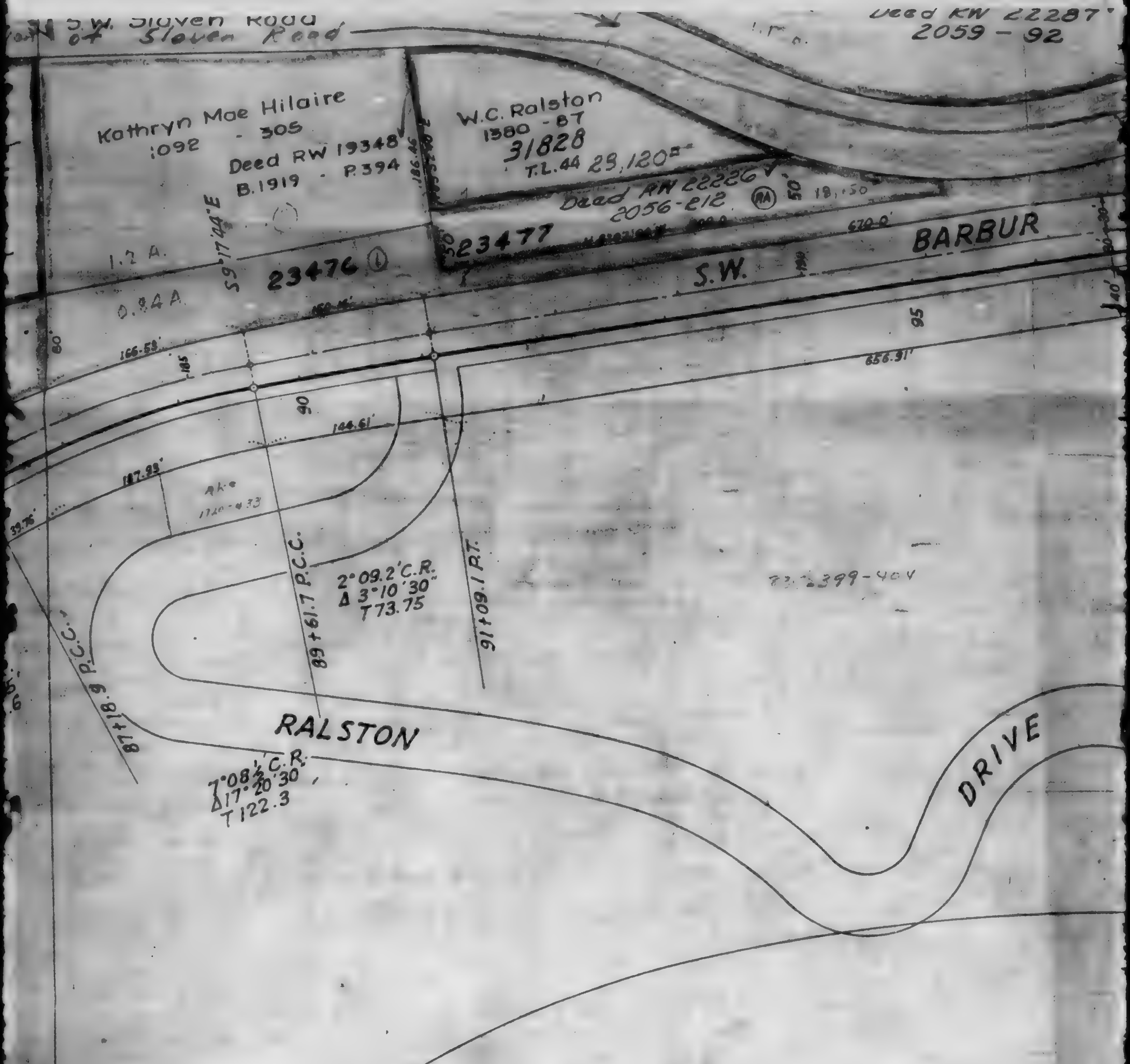
172.88'
104.9'
158.8'
151.24'
99.76'
81.43'
85
85+11.8 P.C.
8°C.R.
Δ 4°25'
T 73.6
P.C.
N. and S. ℄ James Terwillige


S.W. Sloven Road
of Sloven Road
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Kathryn Mae Hilaire
1092 - 305
Deed RW 19348
B.1919 - P.394
W.C. Ralston
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T.L.44 29,120
Deed RW 22226
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S9°17'44"E
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1720-433
89+61.7 P.C.C.
2°09.2' C.R.
Δ 3°10'30"
T 73.75
91+09.1 P.T.
87+18.9 P.C.C.
RALSTON
7°08½' C.R.
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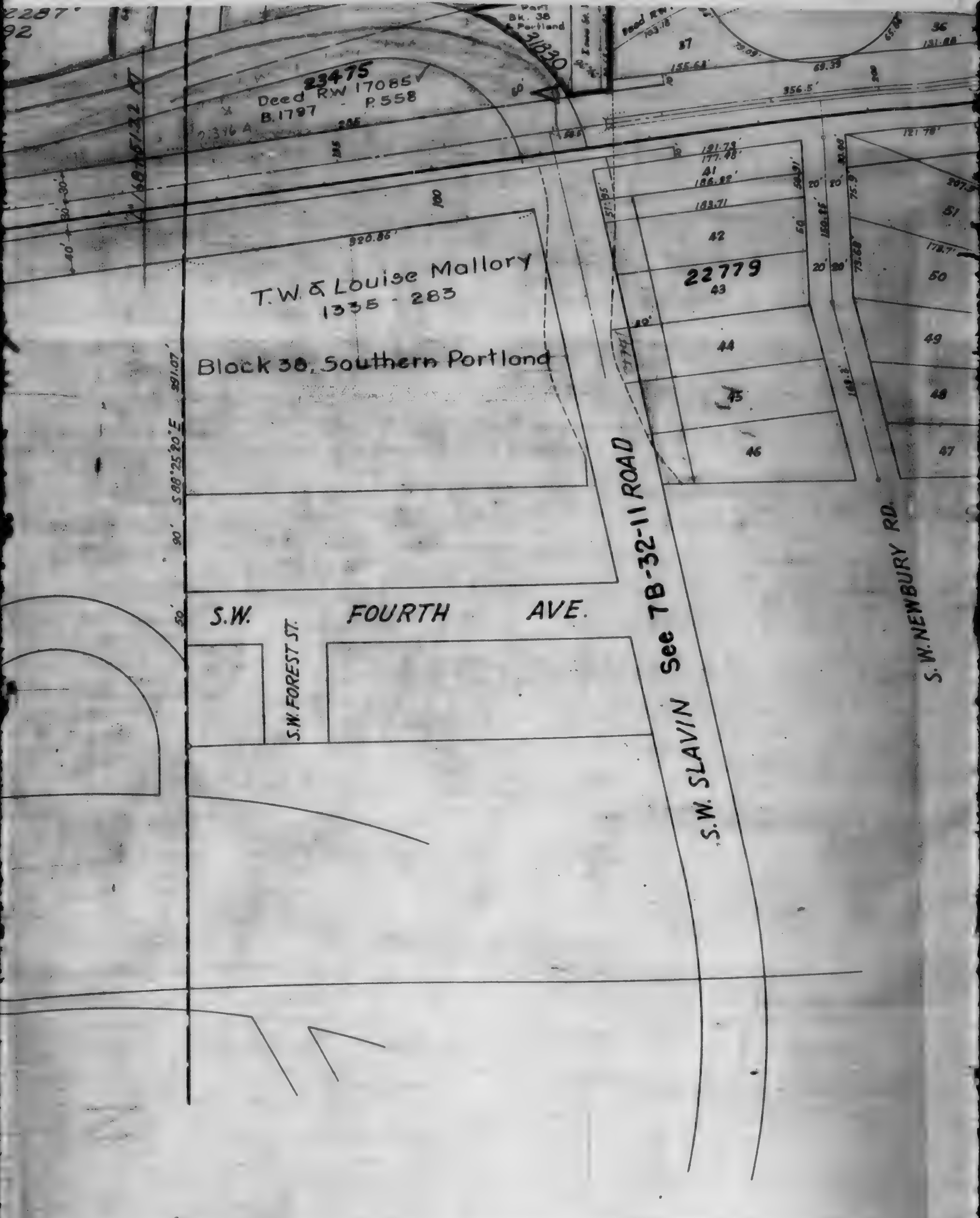
Terwilliger D.L.C.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320.86'
T.W. & Louise Mallory
1335 - 283
Block 38, Southern Portland
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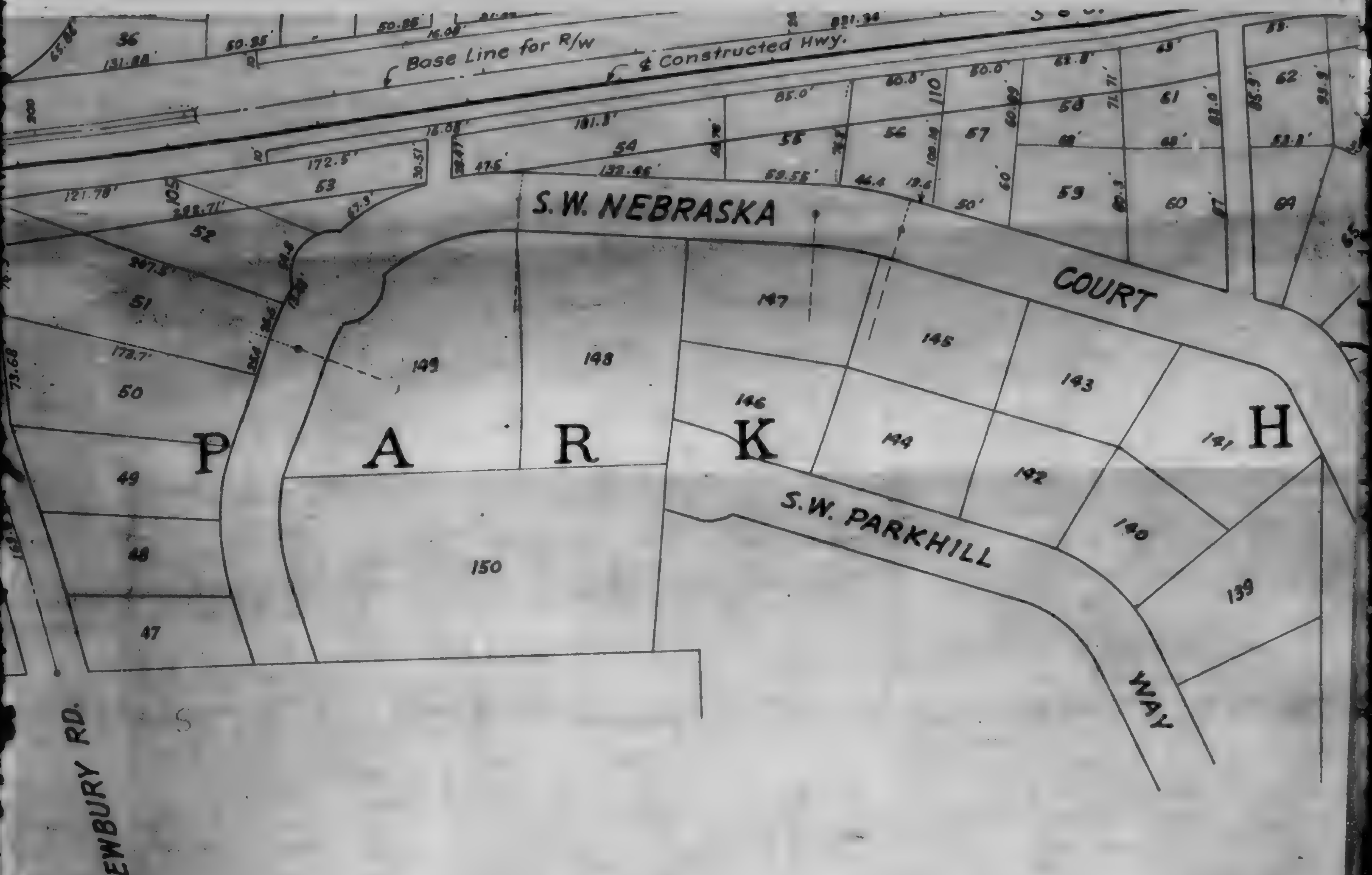
S.W. FOREST ST.
See 7B-32-11 ROAD
S.W. SLAVIN
S.W. NEWBURY RD.


Base Line for R/W
℄ Constructed Hwy.
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COURT
P A R K H
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JUL 7 1961

FOR FILING

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5762

July 7, 1961

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Order for Extra Work No. 5
Lowell St.-11th Ave. Unit, Harbor
Drive-Washington County Line Section
Multnomah County
Project No. I-5-6(5)298

Dear Sir:

Your office has requested information as follows in connection with proposed work on the subject work order:

1. It is proposed to close Slavin Road from South of Rassmussen Village to the connection with Barbur Blvd. at Hillsdale.

2. The slide areas will be offered to the contractor as prospective sources of "Embankment in Place" on this project. He will be given the opportunity of taking the material out at contract prices in lieu of excavating and wasting it under the Order for Extra Work.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

DBP:lt

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JUL 3 1961
FOR FILING
OFFICE OF CITY AUDITOR
I-5-6(10)30
5762

CITY OF PORTLAND
OREGON

RAY SMITH
CITY AUDITOR

June 30, 1961

REFERRED TO
State Hwy Engr
BY SECRETARY

REFERRED TO
Cooper
By State Highway Engineer
Info

State Highway Commission
Salem, Oregon

Gentlemen:

Enclosed herewith please find copy of Ordinance No. 113782 granting a revocable permit to Roy L. Houck Sons' Corporation, 1585 20th Street N.E., Salem, Oregon, to work from 6:00 A.M. to 10:30 P.M. on the construction of a section of the Baldock Freeway from S.W. 11th Avenue to S.W. Lowell Street, from July 1, 1961 to October 1, 1961.

Yours very truly,

RAY SMITH

Auditor of the City of Portland
By
S. G. Felker
Chief Deputy

RLM:mm
Encl.

Edw

RECEIVED
JUL 3 1961
OREGON
STATE HIGHWAY COMMISSION

NOTED
[illegible]

RECEIVED
JUL 1 1961
OFFICE OF
STATE HIGHWAY ENGINEER

ORDINANCE No. 113782

An Ordinance granting a revocable permit to Roy L. Houck Sons' Corporation, 1585 20th Street N.E., Salem, Oregon, to work from 6:00 A.M. to 10:30 P.M. on the construction of a section of the Baldock Freeway from S.W. 11th Avenue to S.W. Lowell Street, from July 1, 1961 to October 1, 1961, waiving certain provisions of Section 16-1702 of the Police Code, and declaring an emergency.

The City of Portland does ordain as follows:

Section 1. It appearing to the Council that Roy L. Houck Sons' Corporation has, through its President, Roy L. Houck, Jr., applied for permission to work a double shift in fulfilling its contract with the Oregon State Highway Commission to surface and pave the Baldock Freeway from S.W. 11th Avenue to S.W. Lowell Street, that said work will begin each day at 6:00 A.M. and terminate at 10:30 P.M. from July 1, 1961 to October 1, 1961, that these limits of work are in conflict with certain provisions of Section 16-1702 of the Police Code which should therefore be waived since the granting of this request under certain conditions will not be detrimental to the public interest; now, therefore, a revocable permit is hereby granted to Roy L. Houck Sons' Corporation (hereinafter referred to as the grantee) to work a double shift between the hours of 6:00 A.M. and 10:30 P.M. from July 1, 1961 to October 1, 1961, in surfacing and paving a section of the Baldock Freeway above described, that conflicting portions of Section 16-1702 are hereby waived, this permit being granted subject to the following further conditions:

(a) The grantee shall hold the City of Portland, the City Engineer, and each and all the officers and employes of said City free and harmless from any claims for damages to persons or property which may be occasioned by any operation, construction, and/or maintenance carried on under the permit hereby granted.

(b) This permit is revocable at any time at the pleasure of the Council, and no expenditure of money hereunder, or lapse of time, or other act or thing, shall operate as an estoppel against the City of Portland or be held to give the grantee any vested or other right.

(c) This permit shall not become effective until the grantee shall have filed with the City Auditor a document satisfactory to the City Attorney accepting the terms and conditions hereof.

Section 2. Inasmuch as this ordinance is necessary for the immediate preservation of the public health, peace and safety of the City of Portland in this: In order that the privileges herein granted may be available to the grantee without undue delay, therefore, an emergency is hereby declared to exist, and this ordinance shall be in force and effect from and after its passage by the Council.

Passed by the Council, JUN 29 1961

Terry D Schrunk
Mayor of the City of Portland

Com'r. Bowes
HBG:cs
6-27-61

Attest: Ray Smith
Auditor of the City of Portland

RECEIVED
JUN 30 1961

FOR FILING

I-5-6(19)

5762

June 29, 1961

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 5 covering slide removal and slope repair on the S. W. Lowell St.-S. W. 11th Ave. Unit, Harbor Drive-Washington County Line Section of the Pacific (R. H. Baldock Freeway) Highway in Multnomah County, Contract No. 5762, in connection with Federal Aid Project No. I-5-6(5)298.

This work is necessary to shape the roadbed and slopes before paving. Detail of the areas and work required for correction are shown on the order. Approval has been verbally recommended by the BPR Highway Engineer.

Sketches of the areas are attached as requested.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

DBP:lt

Enc.

RECEIVED
APR 27 1961

FOR FILING

I-5-6(19)295
I-5-6(5)298
5762.

April 26, 1961

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 3 covering the revision of sign footings and pedestals on the S. W. Lowell St.-S.W. 11th Ave. Unit, Harbor Drive-Washington County Line Section of the Pacific (R.H. Baldock Freeway) Highway in Multnomah County, Contract No. 5762, in connection with Federal Aid Project No. I-5-6(19)295.

Revisions in elevations and shape of footings for sign pedestals and bridges are necessary to meet grades and pipe installations which must be maintained. Revisions of some sign supports are necessary because piling cannot be driven in the solid rock.

The footings for items 1, 2, 3 and 5 have been done as an emergency measure to expedite construction. Items 4, 6 and 7 have not been done.

This work has been verbally recommended for approval by the BPR Highway Engineer.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

DBP:jb
Enc.

RECEIVED
APR 18 1961
FOR FILING

I-5-6(19)295 &
I-5-6( )298
5762

April 17, 1961

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 2 covering directional signing on the S. W. Lowell St.-S. W. 11th Ave. Unit, Harbor Drive-Washington County Line Section of the Pacific (R. H. Baldock Freeway) Highway in Multnomah County, Contract No. 5762, in connection with Federal Aid Project No. I-5-6(19)295.

This work is necessary for the direction and guidance of traffic during construction. It does not include warning signs, lights and barricades required of the contractor for the safety of traffic and workmen.

The work has been verbally recommended for approval by the BPR Highway Engineer.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

DBP:jb
Enc.

RECEIVED
APR 10 1961
FOR FILING

I-5-6(19)295
I-5-6(5)295
5762

April 10, 1961

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 1 covering the State's share of flagging costs on the S. W. Lowell St.-S. W. 11th Ave. Unit, Harbor Drive-Washington County Line Section of the Pacific (R. H. Baldock Freeway) Highway in Multnomah County, Contract No. 5762, in connection with Federal Aid Project No. I-5-6(19)295.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

DBP:sw

Encl.

RECEIVED
FEB 28 1961
FOR FILING

I-5-6(19)295
I-5-6(5)298
5762

February 28, 1961

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was started on February 23, 1961, on Contract No. 5762, S. W. Lowell St.-S. W. 11th Ave. Section, in Multnomah County, in connection with Federal Aid Project Nos. I-5-6(19)295 and I-5-6(5)298.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

RECEIVED
FEB 17 1961
FOR FILING

T

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

I-5-6(19)295
I-5-6(5)298
5762

February 16, 1961

Mr. Norman P. Barnes
Foress Company
Box 687
Corvallis, Oregon

Dear Sir:

The attached working drawings for the Type "J" signs on the Lowell Street-11th Avenue Unit, Harbor Drive-Washington County Line Section, Contract No. 5762, have been checked and are approved as noted.

Very truly yours,

G. S. Paxson
Assistant State Highway Engineer

By Johnson
FOR F. B. Crandall
Traffic Engineer

DRA:ge
bc: G.S. Paxson
Lloyd Shaw
W. Maltby

RECEIVED
FEB 17 1961
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
FORM 5-125
AUG 22 1960
FOR FILING

13

COMMISSIONERS
M. K. MCIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

F5-1(19)295
F5-1(19)296
5762

August 19, 1960

Roy L. Houck Sons' Corp.,
1585 20th Street NE
Salem
Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission:

> Contract ~~#5762, awarded~~ July 28, 1960, for paving-signing the SW Lowell St.-SW 11th Ave. Unit of Harbor Drive-Washington County Line Section of Pacific Highway in Multnomah County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

do
Encl.

A

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[illegible] 1960
FOR FILING
I 5-6 (19)295
5762

Mr. W. C. Williams, State Highway Engineer
Salem, Oregon

July 28, 1960

C. G. Polk, Division Engineer
08-35.4-0 Salem, Oregon

Oregon Project I-5-6(19)295

This is to advise of our prior verbal concurrence as of this date in award of Contract No. 5762 for Oregon Project I-5-6(19)295, Harbor Drive-Washington County Line Section, Pacific Highway in Portland, to Roy L. Houck Sons' Corporation of Salem, Oregon, low bidder in the total amount of $1,236,283.90 for this project and Project I-5-6(5)298, at the July 28, 1960 bid opening.

Porter

NOTED
FORREST COOPER

RECEIVED
1960
FOR FILING

I 5-6 (19) 295

5762

When replying, refer to
08-35.440

408 State Highway Building
Salem, Oregon

June 27, 1960

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Dear Sir:

We have today approved the P. S. and E. documents for Oregon Project I-5-6(19)295, Harbor Drive-Washington County Line Section of Pacific Highway (signing).

This is to authorize your advertising for bids.

Concurrence in award will be withheld pending notification that all rights-of-way or rights-of-entry have been acquired.

Very truly yours,

C. G. Polk
Division Engineer

26-1054 Tillamook St. Partial 1960
Viaduct in Portland on
#5763 Pacific Hwy.

KR-353 1-4-61

RECEIVED
MAY 18 1961
FOR FILING

26 - 1054

5763

May 17, 1961

Glens Falls Insurance Co.,
Pacific Coast Department
Mills Tower - 6th Floor
San Francisco 4, California

Gentlemen:

State Highway contract #5763 for the Tillamook St. Partial Viaduct on the Interstate Avenue Approach Section of Pacific Highway in Multnomah County was completed by the contractor, C. J. Montag & Sons, on January 31, 1961, and was formally accepted by the Highway Commission on March 10 1961.

Final payment in the amount of $2,228.00 will be released to the contractor on or after May 26, 1961. The total contract amount is $74,266.77, and no force account work was performed on the project.

The State is not aware of any unpaid claims for labor or materials and assumes no responsibility for such claims should there be any.

This notice is sent as your company appears as surety on the performance bond furnished by the contractor on this project.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: Glens Falls Insurance Co.,
Edward C. Larkins Agency
609 Mead Bldg.,
Portland 4, Oregon

RECEIVED
MAR 24 1961
FOR FILING

[illegible] 26-1054
Contract
5763

March 23, 1961

Mr. C. H. Baker, Superintendent
Union Pacific Railroad Company
2625 N. Larrabee Avenue
Portland 17, Oregon

Re: Railroad Reimbursable Bills

Dear Sir:

It has just been called to my attention that four structural contracts involving work on or near the Union Pacific Railroad Company's right of way and upon which railroad reimbursabe costs were incurred have been completed, but billings of these costs have not been received from the Union Pacific Railroad Company. These contracts are as follows:

1. Contract #5562 with C. J. Montag and Sons for Reconstruction of the Union Avenue Bridge over the T. H. Banfield Freeway in Portland. The contract was completed on January 24, 1961 and accepted by the Highway Commission as complete on March 10, 1961. To date we have Union Pacific bills through the month of May 1960. We need the Railroad bills from June 1960 through to the contract completion date.

2. Contract #5763 with C. J. Montag and Sons for construction of the Tillamook Street Partial Viaduct on Interstate Avenue in Portland. Contract was completed on January 31, 1961 and accepted by the Highway Commission as complete on March 10, 1961. We have received no Railroad bills to date on this work.

3. Contract #[illegible] with the Schrader Construction Company for the Grande Ronde River Bridges on the Old Oregon Trail Highway in

Union County. Work on the contract was completed on January 27, 1961 and accepted by the Highway Commission on March 10, 1961 as complete. We have the Railroad Company bills for work done to March 31, 1960. Before we can final the contract, we will have to have, for review, the Railroad Company bills for April 1960 through to the contract completion date.

4. Contract #5621 with Gibbons & Reed for construction of the Corbett Interchange on the Columbia River Highway in Multnomah County. Work on this contract was completed February 28, 1961 and accepted as complete by the Highway Commission on March 10, 1961. We have Railroad bills through July 1960. Before we can make final settlement with the contractor, we will need, for review, the Railroad bills from August 1960 through to the contract completion date.

In all of these contracts the contractor is responsible for flagmen and watchmen services provided by the Railroad, and, although we pay the Railroad directly for the costs, these payments are deducted from the contractors' estimates. We are in the embarrassing position of holding up final payment to the contractors on projects which have been completed and are acceptable. We would greatly appreciate your attention to this and billings to us as soon as practicable.

Very truly yours,

W. C. Williams
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

GSP:mc

cc to: Mr. John A. Banjer
Mr. R. M. Brown

Mr. W. C. Williams
Mr. Ivan D. Merchant

FORM E 20 50M 7-60 29395

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 23, 1961

SUBJECT: Union Pacific
Railroad Billing

To: Mr. G. S. Paxson
Assistant State Highway Engineer
OFFICE

We have four (4) contracts all involving grade separation work with the Union Pacific Railroad Company which are completed but on which we can not make final settlement with the contractor because the Union Pacific Railroad Company is not up to contract completion date with their billing.

In all four (4) cases the specifications require that the contractor be billed for the Protective Services furnished by the Railroad Company. The four (4) contracts are as follows:

1. Contract #5562 with C. J. Montag and Sons for Reconstruction of the Union Avenue Bridge over the T. H. Banfield Freeway in Portland. The contract was completed on January 24, 1961, and accepted by the Highway Commission as complete on March 10, 1961. To date we have Union Pacific bills on this work through the month of May 1960. We need the Railroad bills from June 1960 through to the contract completion date.

2. Contract #5763 with C. J. Montag and Sons for construction of the Tillamook Street Partial Viaduct on Interstate Avenue in Portland. Contract was completed January 31, 1961, and accepted by the Highway Commission as complete on March 10, 1961. We have received no Railroad bills to date on this work.

3. Contract #5424 with Schrader Construction Company for the Grande Ronde River Bridges on the Old Oregon Trail Highway in Union County. Work on the contract was completed on January 27, 1961, and accepted by the Highway Commission as complete on March 10, 1961. We have the Railroad Company bills for work done to March 31, 1960. Before we can final the contract, we will have to have, for review, the Railroad Company bills for April 1960 through to the contract completion date.

4. Contract #5621 with Gibbons & Reed for construction of Corbett Interchange on the Columbia River Highway in Multnomah County. Work on this contract was completed February 28, 1961, and accepted as complete by the Highway Commission March 10, 1961. We have Railroad bills through July 1960. Before we can make final settlement with the contractor, we will need, for review, the Railroad bills from August 1960 through to the contract completion date.

In all instances mentioned above, I have requested the Union Pacific Company by letter to expedite the final bills so that we would not have to delay final settlement with the contractor. The requests we have made do not seem to be producing the necessary bills. This matter is directed to your attention because I know we are getting in bad with the contractors for holding up their final payment, and the hope that you can exert some pressure on the Union Pacific Company to produce the necessary bills at the earliest possible date.

Ivan D. Merchant

Ivan D. Merchant
Bridge Engineer

CAG:nk

RECEIVED
MAR 23 1961
Office of
STATE HIGHWAY ENGINEER

RECEIVED
FEB 3 1961
FOR FILING

Mrs Cook

26-1054

5763

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 2, 1961

SUBJECT:

To: Mr. D. B. Parkes
Contract Payments Engineer
OFFICE

Dear Sir:

C. J. Montag and Sons, Inc., completed work on Tillamook Street Partial Viaduct on Pacific Highway in Multnomah County, Contract #5763 (State Project), on January 31, 1961.

Will you please secure authority from the Commission to pay the final estimate on this job.

Very truly yours,

Ivan D. Merchant
Bridge Engineer

CAG:nk

cc: Floyd Query ✓

NOTED ON CARD

NOTED
FLOYD QUERY

RECEIVED
1961
FOR FILING

1/9

UNION PACIFIC RAILROAD COMPANY

DEPARTMENT OF OPERATION

RAILROAD COMPANIES
FILE No. 355

26-1054
G. H. BAKER
SUPERINTENDENT
OREGON DIVISION
5763

2528 NO. LARRABEE AVE.
PORTLAND 17, OREGON

JANUARY 4, 1961

File Ref. D 9016 - 32 - 13

Mr. Floyd Query,
Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Mr. Query:

Under date of August 25, 1960 you sent me duplicate counterparts of a supplemental agreement dated August 19, 1960, between the State of Oregon and Oregon-Washington Railroad & Navigation Company - Union Pacific Railroad Company, covering the reconstruction of the north end of the Tillamook Street Partial Viaduct on U. S. 99 - Portland. This agreement has now been completed on the part of the Railroads and a fully-executed counterpart is attached for your records.

Also attached for your use are 6 copies of Exhibit "D" (Map) of the agreement.

Yours very truly,

G.H. Baker
mJB
G. H. Baker,
Superintendent

enc.
(C. D. No. 35465-A)

RECEIVED
JAN 9 1961
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
OCT [illegible] 1960
FOR FILING
26-1054

5763

FORM E-[illegible] [illegible] 5-60 26118

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Portland 12, Oregon
October 18, 1960

SUBJECT: Tillamook Street Partial Viaduct
Contract No. 5763, Prefix 26-1054
Bridge No. 7115A

To: Mr. I. D. Merchant
Bridge Engineer
State Highway Dept
Salem, Oregon

This letter is a report on the incidents which according to a letter from the Union Pacific Railroad Co. damaged their communication cables on the above job. Their letter is dated October 3, 1960 and addressed to both Mr. W. C. Williams and C. J. Montag and Sons, Inc. and states the cables were damaged in an area to be protected by a shielding structure that is part of the contract. On investigating this matter it was found that on two occasions material was dropped on these lines.

The first incident occured on Sept. 27. On this day Willamette Tug and Barge, who is the subcontractor for the piling, completed rigging up and drove the first 5 concrete piles. In rigging up it was necessary to run a water line from a building on the west side of the railroad tracks to the steam boiler on the pile driving rig. This water hose starting at the building went thru a storage yard, crossed a road and went under the railroad tracks and up to the bridge structure and the rig. To protect the hose in the roadway area two 3x8 x16ft planks were used on either side. It was in passing these planks down from the existing structure that one of them first hit the ground and then tipped over into the communication lines. This happened somewhere in the area between Bents 5A and 7A which is past the end of the shielding structure. There was no visible damage to the cables.

The other incident occured the next day on Sept 28. In driving the piling the contractor elected to cut holes in the existing structure and drive the piling thru them. In cutting the hole for the right outside pile at Bent 8A a piece of 4 inch decking approximately 6 inches wide by 18 inches long was accidently dropped on the cables. This also did not cause any visible damage.

Before the contractor started work on this job he was instructed to build the protective shield as soon as the communication cables were moved to their new location and not to do any other work in this area

NOTED
I. D. MERCHANT

NOTED
G. S. PAXSON

until this had been done. After the cables had been moved he was again told that the shield should be built. I believe this occured during the the week previous to the start of the pile driving. He was questioned on this when the pile driving started and he stated that the cables had not been moved far enough to clear the new construction. This was checked and found to be the case. The railroad was notified and on Friday Sept 30 or sometime during that weekend the lines were moved a second time. On Monday, Oct 3nthe contractor started work and on Tuesday, completed construction of the protective shield.

In view of the nature of both incidents it is difficult for me to see how any damage could have been done. However, it is the contractor's responsibility to protect railroad property and if any damage has occured the cost of repairing it should be borne by him.

J. D. Howard
J. D. Howard
Resident Bridge Engineer

c.c. Mr. Lloyd Shaw
Mr. E. G. Ricketts ✓

RECEIVED
[illegible] 19 1960

RECEIVED
OCT 6 - 1960
FOR FILING

26-1054

5763

October 5, 1960

Mr. G. H. Baker, Superintendent
Union Pacific Railroad Company
2525 N. Larrabee Avenue
Portland 17, Oregon

Dear Sir:

This will acknowledge receipt of your letter of October 3 advising that the contractor on the Interstate Avenue Approach, Tillamook Street Partial Viaduct, working under Contract No. 5763, damaged a communication cable in that area.

I will have our engineers investigate the matter and will report later to you.

Very truly yours,

W. C. Williams
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

GSP:ms

cc to: Mr. W. C. Williams
Mr. Ivan Merchant
Mr. John Howard

UNION PACIFIC RAILROAD COMPANY

DEPARTMENT OF OPERATION

G. H. BAKER
SUPERINTENDENT
OREGON DIVISION

2528 NO. LARRABEE AVE.
PORTLAND 17, OREGON

OCTOBER 3, 1960

Ref. File: D 9016 -32 - 13

CERTIFIED MAIL

Mr. W. C. Williams,
State Highway Engineer
Oregon State Highway Department
Salem, Oregon

C. J. Montag & Sons, Inc.
7805 N. E. Halsey
Portland 13, Oregon

Gentlemen:

This is to advise you that Contractor's operation on the Interstate Avenue Approach, Tillamook Street Partial Viaduct, Bridge No. 7115A, Contract No. 5763, has damaged a communications cable in an area where it was to have been protected by a shielding structure.

When the damage has been repaired, a bill will be rendered for the expenses incurred.

Will you please acknowledge receipt of this letter?

Yours very truly,

G. H. Baker

G. H. Baker,
Superintendent

RECEIVED
OCT 5 1960
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
FORM E-128
AUG 22 1960
FOR FILING

COMMISSION
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD
FLOYD QUERY, SECRETARY
SALEM

62-1054
5763

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

August 19, 1960

C. J. Montag & Sons
7805 NE Halsey Street
Portland
Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission:

> Contract #5763, awarded July 28, 1960, for the Tillamook St. Partial Viaduct on the Interstate Avenue Approach of Pacific Highway in Multnomah County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc
Encl.

I-80N-6(19) Deadmans Pass-Meacham Sec., 1960
227 Old Oregon Trail Hwy. (Pav. &
#5764 4 struct.) [redacted]

Form (11-63) (Pres. A.O. 2 UNITED STATES GOVERNMENT

Memorandum

RECEIVED AU 1965
FOR FILING

Klaboe

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street NE.
Salem, Oregon 97301

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

I-80N-6(14)227

DATE: August 4, 1965

In reply refer to: 08-35.4-DA

FROM : T. Dec, Assistant Division Engineer
Salem, Oregon

5764

T. Dec

SUBJECT: Oregon I-80N-6(19)227
Deadmans Pass-Meacham Section

Mr. Shaw's letter, dated July 29, requested our concurrence in a minor change in the fence line on the subject project as a means of resolving the pole line encroachment that has existed since the physical completion of the job in September 1962.

This office concurs with this suggestion since the relocated fence will still be outside the access control line as shown on Sheet 10, Revised, of project I-80N-6(14)227.

The Final Report accepting the subject project is now being processed.

RECEIVED
AUG 5 1965
LEGAL & RIGHT OF WAY

REFERRED TO
Young - Shaw
By Asst. State Hwy. Engr.
8-5-65

NOTED
F. B. KLABOE

RECEIVED
AUG 6 1965
OFFICE OF
STATE HIGHWAY ENGINEER

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

A

IVED
2 9 1965

I-80N-6(19)227

764

July 29, 1965

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage Street, N. E.
Salem, Oregon

Re: Oregon Project I-80N-6(19)227
Deadmans Pass-Meacham Section
Final Voucher No. 14
Net Amount Claimed $80,138.00
Audit Report 65-835-4

Dear Sir:

Your letter of September 2, 1964 withheld payment of the subject voucher due to encroachment of utility poles on the right of way. This we admit, but circumstances warrant your reconsideration and approval of a minor change in the fence line.

This location is on part of the Blue Mountain Timber Wayside. Purchase of this scenic strip was initiated in 1927 and the majority of the 2151-acre tract located in Umatilla and Union Counties was completed in 1931. Thus, this scenic acquisition, accomplished in its entirety by State funds, antidates considerably the recent emphasis placed on this phase of highway beautification by the President's program.

The cutting of a swathe and destroying even a small portion of this scenic timbered strip is inconsistent with BPR policies and State objectives of preserving natural beauties along our highways. It is indefensible when a slight change in the fence line will satisfactorily solve the encroachment problem.

We propose to move the existing fence to fall between the top of cut and the pole line, as shown on the attached sketch, at a cost of approximately $100. Since these facilities are located on top of a ten-foot cut at a minimum distance of 70 feet from the westbound center line, they in no way endanger the traveling public and are not as detrimental to the natural scenic amenities as the cutting of a swathe of this timber, which would be necessary if this power line is relocated.

We feel the expenditure of an estimated $4,000, whether it be public highway or rate payers' funds, is not justified under the above-mentioned circumstances. We trust you will concur and give early approval to our request to move the fence as shown at State expense.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

Lloyd P. Shaw
Assistant State Highway Engineer

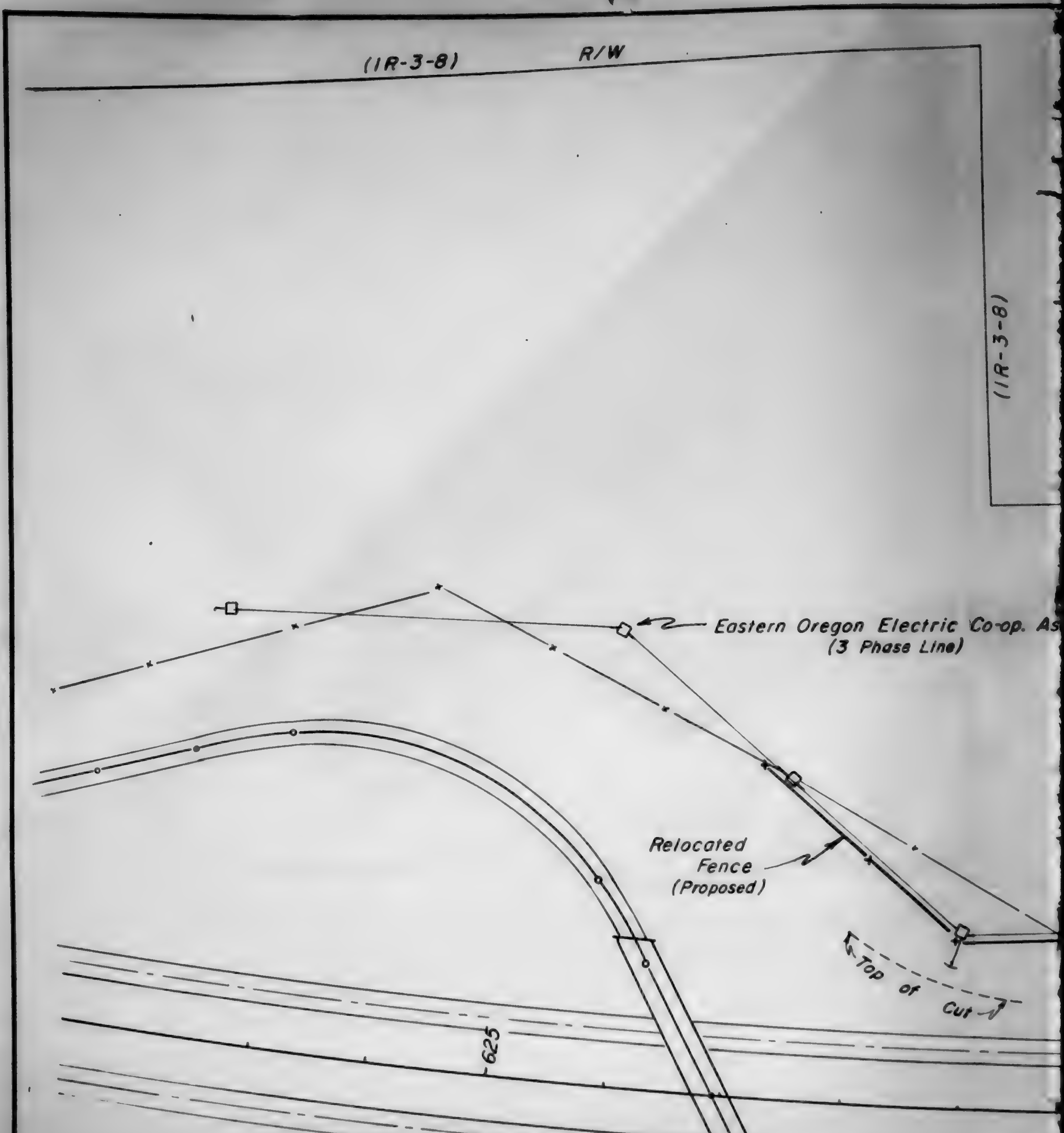
Enclosure
bc Forrest Cooper
R. L. Porter
F. B. Klaboe
F. D. Morgan
T. W. Litchfield
Mark H. Astrup
L. H. Young
C. H. Maison
A. F. Parson
J. W. Valentine

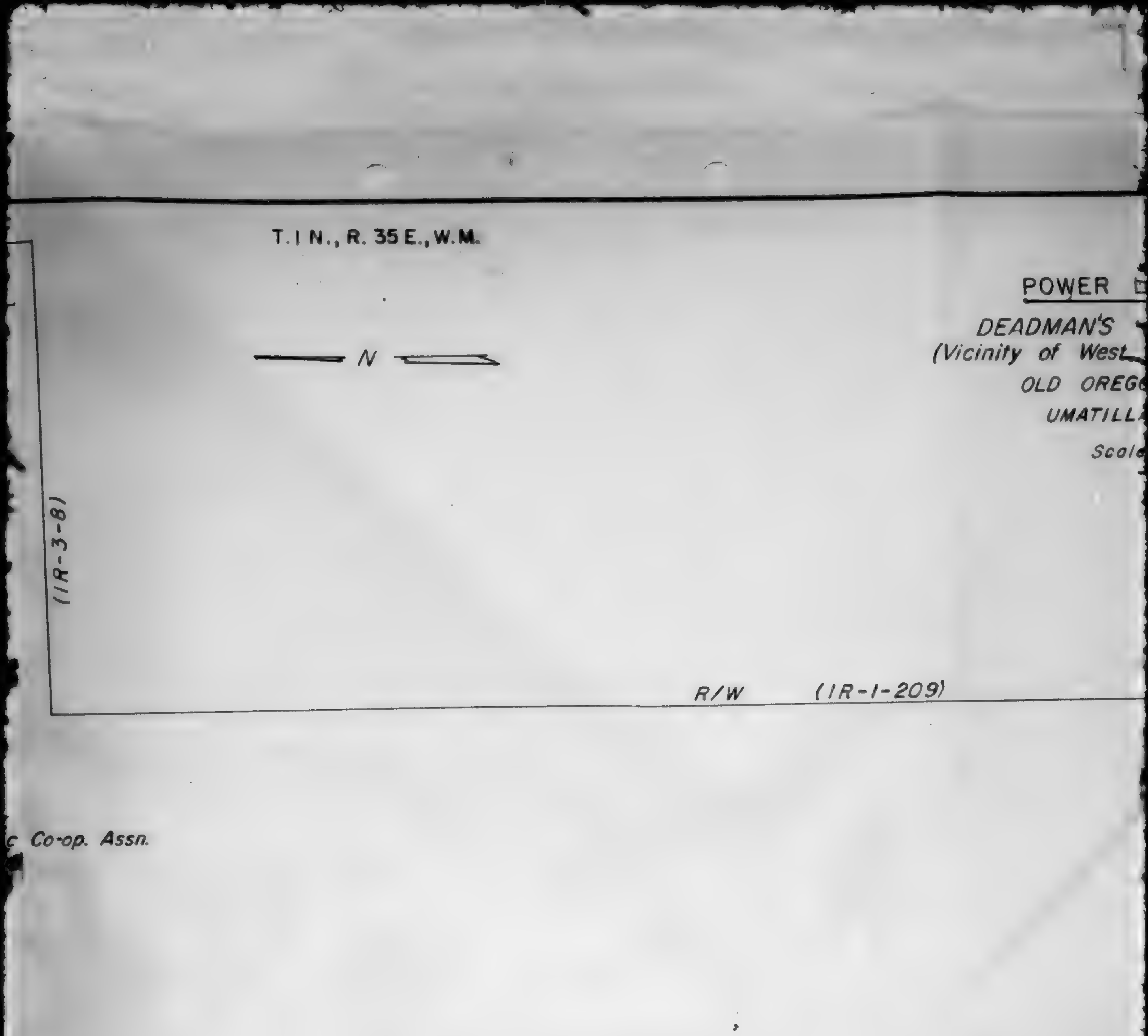
PGP:bjm: ajw

The culprit. View along fence line looking westerly.

View from E.B. traffic lane. The fence is not intrusive to the view now nor would it be if moved.

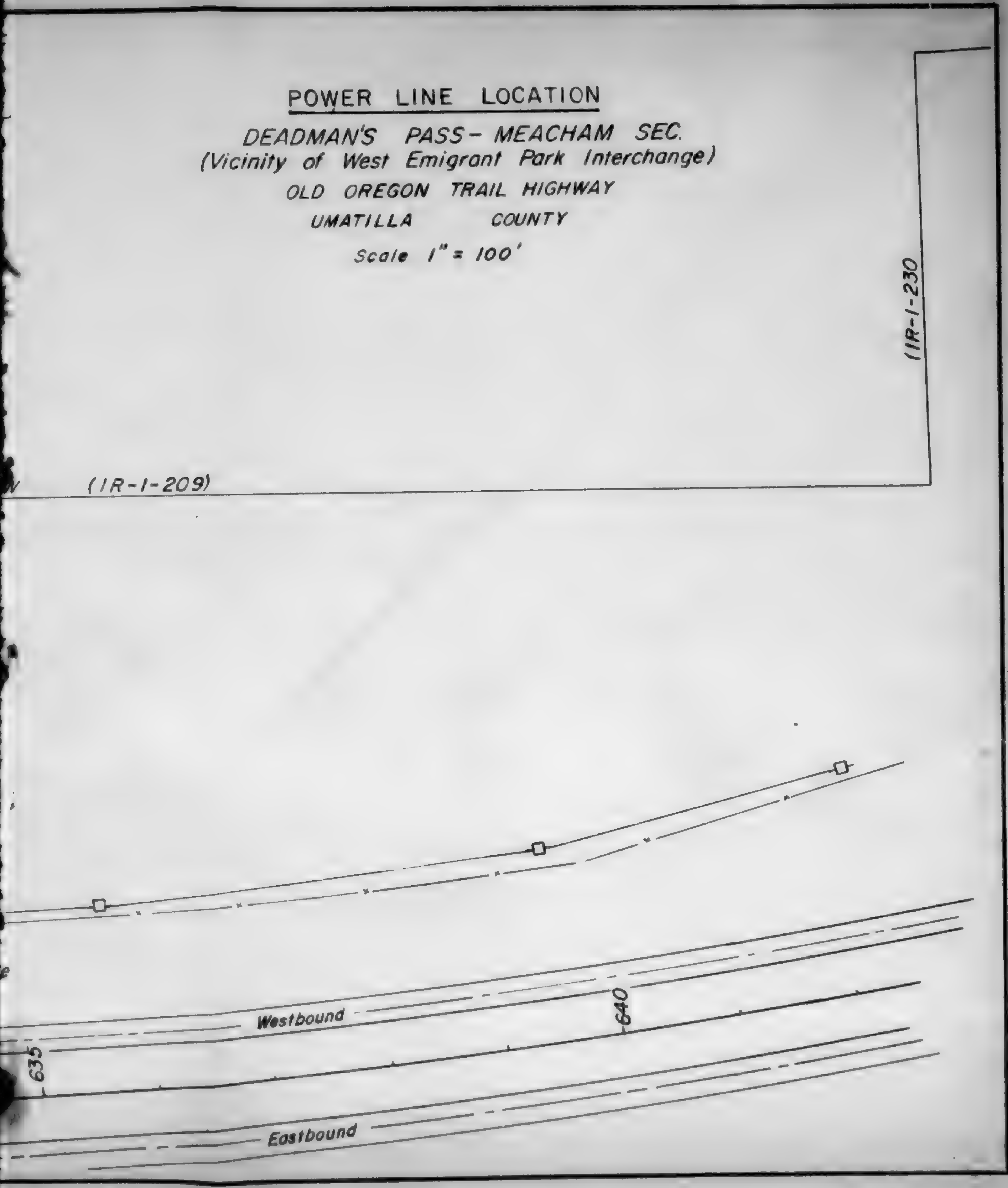
Type of trees that would be sacrificed if pole line is relocated.


(1R-3-8)
R/W
(1R-3-8)
Eastern Oregon Electric Co-op. As
(3 Phase Line)
Relocated Fence (Proposed)
Top of Cut
625


T. 1 N., R. 35 E., W.M.
POWER
DEADMAN'S
(Vicinity of West
OLD OREG
UMATILL
Scale
N
(1R-3-81)
R/W
(1R-1-209)
Co-op. Assn.
Existing Fence
Cut
Westbound
630
635
Eastbound

POWER LINE LOCATION

DEADMAN'S PASS - MEACHAM SEC.
(Vicinity of West Emigrant Park Interchange)
OLD OREGON TRAIL HIGHWAY
UMATILLA COUNTY
Scale 1" = 100'

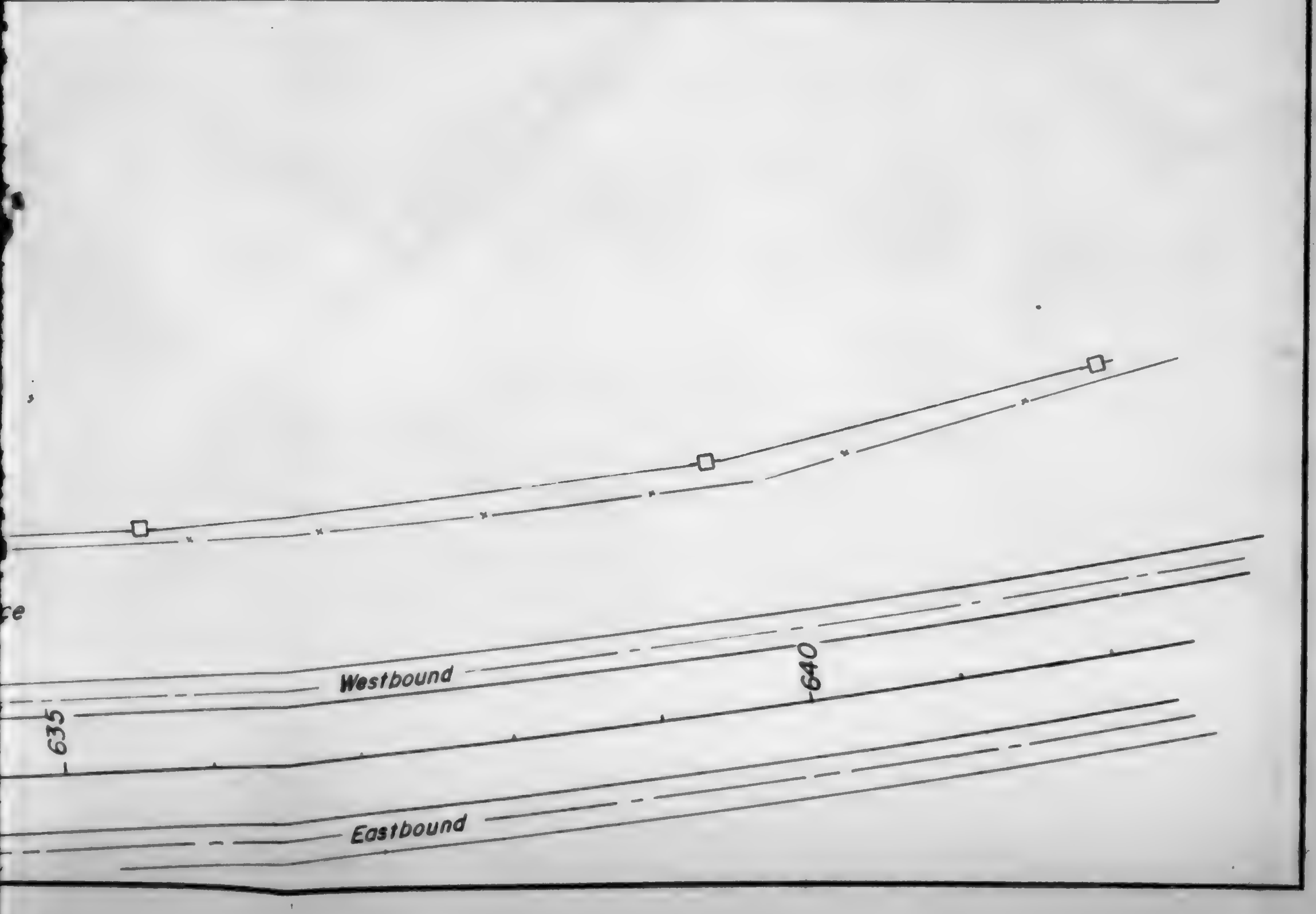


POWER LINE LOCATION

DEADMAN'S PASS - MEACHAM SEC.
(Vicinity of West Emigrant Park Interchange)
OLD OREGON TRAIL HIGHWAY
UMATILLA COUNTY
Scale 1" = 100'

(1R-1-230)

W (1R-1-209)



RECEIVED
JUL 6 - 1965
FOR FILING

I-80N-6(19)227

5764

July 2, 1965

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

We are sending three copies of Semi-final Voucher for the Deadman Pass-Meacham Section, Federal-Aid Project No. I-80N-6(19)227 in the amount of $75,138.00

This Voucher was submitted previously in the amount of $80,138 but was returned unpaid due to the lack of your final acceptance of the project.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

CL:cd

RECEIVED
SEP 8 - 1964

FOR FILING

2764

477 Cottage Street NE.
Salem, Oregon 97301

Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

September 2, 1964

08-35.3

Original signed by
A. W. Parsons
Div. Engineer

A. W. Parsons, Division Engineer
Salem, Oregon

Oregon Project I-80N-6(19)227, Deadman Pass - Meacham Section
Final Voucher No. 14, Net Amount Claimed $80,138.00
Audit Report 65-835-4

We are returning the subject voucher.

This project has not been accepted, since there are utility poles encroaching on the right of way. Verbal contacts have been made on several occasions concerning this, but corrective action has not been taken that would warrant our accepting the project.

The audit of this voucher has been completed, and the costs as claimed are otherwise eligible for Federal participation.

Attachment

original to Young
with attach
9-8-64

NOTED
LLOYD F. SHAW

RECEIVED
FEB 21 1964
FOR FILING

State

Monthly transaction number	Form 2A (5-31 7) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	State **Oregon**
Project report number **12**	**MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT** 2-18-6	County **Umatilla** Project number **I-80N-6(19)227**

The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Engineer on **August 22**, 19**60**, is hereby modified as follows:

Revised estimated total cost of project	$ **1,310,398.00**
Revised Federal funds	$ **1,204,634.00**

Other revisions

None

All other terms and conditions of the Project Agreement will remain in full force and effect.

This modification is effective as of the **18** day of **February**, 19**64**.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By Lloyd S. Shaw

Ass't. State Highway Engineer
(Title)

By

(Title)

By

(Title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

XX **A. V. Parsons**
Division Engineer

L R Backlund
By: L. R. Backlund, Administrative Mgr.

February 17, 1964

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

We are forwarding two copies of modification of project agreement, signed by a Highway official, for the Deadmans Pass-Meacham Section, Project No. I-80N-6(19)227.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

RNC:bb

FORM CD-121 (9-62-59)
(PRES. BY A.O. 200-10)
UNITED STATES GOVERNMENT

Memorandum

Shaw

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street, N.E.
Salem, Oregon - 97301

TO Mr. Forrest Cooper, State Highway Engr.
Salem, Oregon

DATE: February 12, 1964

FROM A. W. Parsons, Division Engineer
Salem, Oregon

By: G R Brooks
G. R. Brooks
Acting Division Engineer

08-35.5

SUBJECT Modification of Federal-aid Project Agreement

Attached are two copies of proposed modification of Federal-aid project agreement for the following project:

I-80N-6(19)227 Deadman's Pass-Meacham Section

If the project agreement is satisfactory, it should be signed and returned to this office.

Attachment

Nash.

RECEIVED
FEB 17 1964
OFFICE ENGINEERING
DIVISION

RECEIVED
FEB 13 1964
OFFICE OF
STATE HIGHWAY ENGINEER

Monthly transaction No.

RECEIVED
AUG 24 1960

Project Report No.
FOR FILING
1-80N 6-6 (19) 227
1-80N -6 (19) 227
5764

Fo -2
(9- 7)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

FEDERAL-AID PROJECT AGREEMENT

State **Oregon**

County **Umatilla**

Project No. **I-80N-6(19)227**

The State, through its Highway Department, having complied with the terms and conditions set forth in the Federal-Aid Road Act, approved July 11, 1916 (39 Stat. 355), as amended and supplemented, and in the Regulations issued pursuant thereto by the Secretary of Commerce, relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein.

Project termini

US 30. Deadmans Pass to Meacham
(East end I-80N-6(6)224 to west end I-80N-6(7)237)

Project classification or class of work	Effective date of authorization	Approximate length *(Miles)*
Highway planning		
Preliminary engineering		
Rights-of-Way		
Construction	7-5-60	9.5
Other *(Specify)*		

FUNDS

Estimated total cost of project	Federal funds
$ 1,249,440	$ 1,130,000

The State further stipulates that pursuant to said Act and Regulations, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By

State Highway Engineer
(title)

By ______________________
____
(title)

By ______________________
____
(title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

XX By **C. G. Polk**
Division Engineer

By: R C Wright
R. C. Wright
Administrative Manager

Date executed by Division Engineer **August 22, 1960**

USComm-DC 40257

August 17, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding two copies of project agreement, signed by the Highway Commission, for the Deadmans Pass-Meacham Section, Project No. I-80N-6(19)227.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

RWC:bb

August 8, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding four copies of estimate as a basis for project agreement for the Deadmans Pass-Meacham Section, Project No. I-80N-6(19)227.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

RMC:bb

Oregon State Highway Department

Federal Aid
Project No. I-80N-6(19)227

DEADMAN'S PASS-MEACHAM SECTION OF THE
OLD OREGON TRAIL HIGHWAY IN UMATILLA COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, August 8, 1960

Type Code 6201
Roadway (Sta. 1132+40 thru Equa. 1135+50.08 - 404+05.55 to Sta. 905+00)
(Contract No. 5764)

Drainage Excavation, Unclassified	20	cu.yd.	$3.00	$ 60.00
General Excavation, Unclassified	31,000	cu.yd.	0.50	15,500.00
18-inch Corrugated Metal Pipe	110	lin.ft.	4.00	440.00
Type 1 Fence	350	rod	5.00	1,750.00
Type 2 Fence	120	rod	6.50	780.00
16' x 48" Metal Gates	2	only	60.00	120.00
24' x 48" Metal Gates	1	only	100.00	100.00
Reconstruction of Type 2 Fence	200	rod	4.50	900.00
20' Cattle Guard	1	only	1,200.00	1,200.00
Metal Guard Rail	25,000	lin.ft.	2.27	56,750.00
Guide Posts, Type W-1	510	only	5.25	2,677.50
Guide Posts, Type Y-2	170	only	5.75	977.50
Guide Posts, Type Y-3	4	only	6.25	25.00
Metal Snow Fence	1,200	lin.ft.	4.50	5,400.00
Coarse Crushed Material in Base	400,000	ton	1.19	476,000.00
3/4" - 0 Material in Base	73,000	ton	1.25	91,250.00
Sprinkling	8,600	M-gal.	1.50	12,900.00
Preparation of Base	All	Required		2,000.00
3/4" - 0 Material in Binder Course	3,400	cu.yd.	2.30	7,820.00
Furnishing and Placing Aggregates	8,080	cu.yd.	2.50	20,200.00
MC-2 Asphalt	550	ton	43.50	23,925.00
120-150 Asphalt	640	ton	42.50	27,200.00
RS-1 Asphalt	180	ton	44.00	7,920.00
Asphaltic Concrete Mixture	74,800	ton	3.00	224,400.00
Asphalt in Mixture	4,490	ton	34.00	152,660.00
Asphaltic Concrete Traffic Markers	400	lin.ft.	1.00	400.00
				$1,133,355.00
Flagging (57½% of Contractor's Cost)	All	Required		2,500.00
	Subtotal			$1,135,855.00
	10% Engr. & Cont.			113,585.00
			Total	$1,249,440.00

Length of Roadway - - - - - - 9.437 Miles
Length of 4 Structures- - - - 0.109 Mile (Exceptions)
Total Length- - - - - - - - - 9.546 Miles
Cost of Roadway Per Mile- - - $132,398.00

Federal Funds -	$1,130,000.00
State Funds -	119,440.00
	$1,249,440.00

State Funds for Const.: Chap. 175, Laws 1917; Chap. 31, Laws 1920;
Chap. 529, Laws 1939.
State Funds for Maint.: Chap. 529, Laws 1939.

Retained in Program Status

Work	Total Cost	Federal Funds
Signing	$150,560.00	$130,000.00

RECEIVED
SEP 20 1963
FOR FILING

I

5764

September 20, 1963

The Fidelity & Casualty Co. of N. Y.,
San Francisco Branch Office
160 Pine Street
San Francisco 11, California

Gentlemen:

A post-final payment for $2,750.00 will be made to Rogers Const. Co., on contract #5764 for paving-structures on the Deadmans Pass-Meacham Section of the Old Oregon Trail in Umatilla County, as soon as the warrant is prepared.

The total amount paid on this contract will be $1,478,150.33, including the post-final payment. Of the total, $2,616.10 is for force account work.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: The Fidelity & Casualty Co. of N.Y.,
Pallett, Fisher & Carlo, Inc.,
1001 US National Bank Bldg.,
Portland 4, Oregon

cc: Rogers Const. Co.,
11760 NE Glisan Street
Portland 16, Oregon

cc: C. H. Maison
Attn.: John Herr

9

RECEIVED
AUG 29 1963

FOR FILING

I-80N-1(12)229

5764

August 29, 1963

Rogers Const. Co.,
11760 NE Glisan St.,
Portland 16
Oregon

Gentlemen:

The State Highway Commission, at its meeting on August 29, 1963, discussed with the Engineer your request for an extension of time on contract #5764. You requested 22 additional workdays within which to complete paving-structures on the Deadmans Pass-Meacham Section of the Old Oregon Trail in Umatilla County, without assessment of liquidated damages.

After considering the report and recommendation of the Engineer, concurrence from the Bureau of Public Roads, and other available information, the Commission granted you the remaining 11 additional workdays of the 22 additional workdays originally requested, without assessment of liquidated damages.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: A. F. Parson
J. C. Hiatt
F. D. Morgan
Bureau of Public Roads
L. H. Young
C. H. Maison

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AUG 15 1963

FOR FILING

[illegible]

5764

August 14, 1963

Oregon State Highway Commission

Request for Extension of Time
No. 5
August 29, 1963 Meeting

Gentlemen:

On June 10, 1963, you approved an 11-day extension on the Deadmans Pass-Meacham Section of the Old Oregon Trail Highway in Umatilla County, Contract No. 5764. Rogers Construction Company is the contractor on this project and it requested an extension of 22 workdays in which to complete the project.

Our recommendation to the Bureau of Public Roads was for the granting of the requested 22 workdays but it would approve only an 11-day extension. We have since had additional correspondence with the Bureau and it now concurs in our original recommendation for the 22-day extension.

We, therefore, recommend that an additional 11 workdays be granted without the assessment of liquidated damages.

This matter will be on the August 29 agenda.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc Floyd Query
R. L. Porter
Lloyd P. Shaw
Victor D. Wolfe
F. D. Morgan
L. H. Young
C. H. Maison

CHB:bjh bbc

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OCT 9 1963
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COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

FLOYD QUERY, SECRETARY
SALEM

5764

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

#5

August 14, 1963

Oregon State Highway Commission

Request for Extension of Time
No. 5
August 29, 1963 Meeting

Gentlemen:

On June 10, 1963, you approved an 11-day extension on the Deadmans Pass-Meacham Section of the Old Oregon Trail Highway in Umatilla County, Contract No. 5764. Rogers Construction Company is the contractor on this project and it requested an extension of 22 workdays in which to complete the project.

Our recommendation to the Bureau of Public Roads was for the granting of the requested 22 workdays but it would approve only an 11-day extension. We have since had additional correspondence with the Bureau and it now concurs in our original recommendation for the 22-day extension.

We, therefore, recommend that an additional 11 workdays be granted without the assessment of liquidated damages.

This matter will be on the August 29 agenda.

Very truly yours,

Forrest Cooper
Forrest Cooper
State Highway Engineer

cc Floyd Query ✓
R. L. Porter
Lloyd P. Shaw
Victor D. Wolfe
F. D. Morgan
L. H. Young
C. H. Maison

APPROVED BY HIGHWAY COMMI for 11 added workdays
DATE Aug. 29, 1963 Floyd Query Secretary

NOTED
FLOYD QUERY

FORM 2-90 50M 11-61 40230

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 29, 1963

SUBJECT: Time Extension
Deadmans Pass-Meacham Section
Old Oregon Trail Highway
Contract No. 5764

To: Mr. L. P. Shaw
Assistant State Highway Engineer

BUILDING

In December, 1962, we submitted to you a request from the contractor on this project for an extension of 22 workdays, which was the amount of the overrun of the time limit. We recommended the granting of the 22-days as requested, subject to concurrence of the Bureau of Public Roads.

On May 6, 1963, we received from the Bureau of Public Roads approval of only 11-days. This was submitted to the Commission and the 11-day extension was approved on June 10, 1963.

On July 22, 1963, we wrote another letter to the Bureau of Public Roads giving additional background information and justification. A copy of this letter is attached. We have now received a letter from the Bureau of Public Roads, dated July 26, which concurs in our original recommendation for a 22-day extension.

A rough draft to the Commission recommending an additional extension of 11-days is attached.

F. D. Morgan
Construction Engineer

By J. Putnam
J. F. Putnam
Assistant Construction Engineer

CHB:bjh
Attachments

cc: L. H. Young

JUL 30 1963
OFFICE OF
STATE HIGHWAY ENGINEER

FORM CD-121 (9-22-59)
(PRES. BY A.O. 206-10)

UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street N. E.
Salem, Oregon

SHAN

TO : Mr. Forrest Cooper
State Highway Engineer
Salem, Oregon

DATE: July 26, 1963

FROM : A. W. Parsons
Division Engineer
Salem, Oregon

SUBJECT: Oregon I-80N-6(14)227, I-80N-6(19)227
Deadman Pass - Meacham
Time Extension Request

Your letter dated July 22 requested our concurrence in a time extension under the contract of an additional 11 days. This would make a total time extension under this project of 22 days. The first 11 day extension was approved by our memorandum to you dated May 6, 1963.

After a careful review of the additional information not previously presented in your letters dated December 7, 1962, January 21, 1963, and April 11, 1963 this office concurs with your request.

Copy To Baker
9-26-63

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JUL 24 1963
FOR FILING

[illegible]

[illegible]

July 22, 1963

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage Street, N. E.
Salem, Oregon

Re: Request for Time Extension
Deadman Pass-Meacham Section
Old Oregon Trail Highway
Project No. I-80N-6(19)227
I-80N-6(14)227
Contract No. 5764

Dear Sir:

Further reference is made to Rogers Construction Company's request for a 22-day time extension on Contract No. 5764. We ask that you review the matter and thoroughly consider the following points.

The paving and structure contract was awarded July 28, 1960; at this time, a grading project was in progress on this same section and was, according to our records, 53 percent complete. Work on the paving and structure contract commenced on August 9, 1960, that work being on the structure portion of the contract. This structure portion consisted of some 20 percent of the contract work to be performed. At this time, there were no grading sections completed. Due to this, no time was charged against the project at its start. On September 15, 1960, grading was completed on an approximate 2.3-mile section easterly on the Emigrant Springs Park area at Stations 715 to 837; the entire project being 9.3 miles in length. The completed portion was approximately 25 percent of the length.

The State-designated quarry was located opposite Station 640 at an area just westerly of said Emigrant State Park. At this September 15 period, approximately 60 percent of the grading was complete. This resolved itself into a situation whereas to start operations of base materials, the contractor would have had to haul legal loads on the existing highway and under traffic and a dangerous situation through the Emigrant Park area, strictly controlled by flagmen. It was not considered likely that any contractor had made his bid on this project, basing his operation on legal haul loads and under traffic. Records show that the Resident Engineer on the project, along with the Division office personnel, considered the above data as sufficient evidence that 60 percent production could not be attained due to these conditions. The Resident Engineer made no charges against the project to the period of October 1, 1960, and at that time, received a directive to include work charges from September 15 and to base work time charges only on weather conditions. Due to the directive, this was done although there remained a difference of opinion between highway department personnel.

The contractor protested all time charges from September 15 to November 12, 1960, basing his protest on not enough area of roadway to efficiently work on. His main statement being, "If you want us to move our equipment in and are willing to pay equipment rental on it when we have nothing to do, we will start moving-in operations".

On November 1, 1960, another 2-mile section from Station 400-500 was finished and was ready to receive base materials. This section is on the westerly end of the project and is in the same condition as the other completed section as to legal loads and traffic conditions. It should, however, be noted that the contractor, at this November period, acquired an Indian-owned quarry at the westerly end of the project, paid a royalty for the material, moved his crusher in and commenced producing base materials on December 23, 1960, as well as placing them on the section, Station 400-500, as noted. This operation continued until March 1961 when weather conditions caused this operation to cease. The above is mentioned to point out that it appeared the contractor was trying to expedite his work.

The period from September 15, 1960, to November 12, 1960, entailed some 40 workdays, which were charged against the contractor.

As previously reviewed, the other main basis for extension of time involved the change in plans (substituting paved shoulders in place of oiled shoulders). This involved some 19,000 tons of asphaltic concrete. Our records substantiate that, at the time of the Price Agreement, the contractor agreed to do the work at his same bid price on A.C. as the main line portions; however, it was estimated by the contractor and the engineer that, as this involved smaller panels on the main line and interchange legs, it was slower work and would involve some 20 days work to accomplish. The extension of workdays at that time could not be made due to policy. It is still our opinion that the 11 days allowed was an insufficient time allowance for this work.

On re-examination of the aforementioned data, while it may appear apparent that this project lagged in the early phases of the work, this delay was due mainly to the fact that the grading was not sufficiently complete to allow anywhere near full production. The difference in opinion of time charges in the period September 15 to November 12, 1960, should be considered along with the change of plans regarding the asphaltic concrete shoulders.

Considering all these factors, it is my opinion that the contractor's request for a [illegible]-day time extension is reasonable and should be granted. May we have your recommendation and concurrence.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc Ray Rogers
R. L. Porter
Victor D. Wolfe
F. D. Morgan

JHW:bjh bbc

RECEIVED
JUN 10 1963

FOR FILING

I-80N-6(19)-67

5764

June 10, 1963

Rogers Const. Co.,
11760 NE Glisan St.,
Portland 16
Oregon

Gentlemen:

The State Highway Commission, at its meeting on June 10, 1963, discussed with the Engineer your request for an extension of time on contract #5764. You requested 22 additional workdays within which to complete the paving-structures on Deadmans Pass-Meacham Section of the Old Oregon Trail in Umatilla County, without assessment of liquidated damages.

After considering the report, recommendation of the Engineer, and other available information, the Commission granted 11 additional workdays without assessment of liquidated damages.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: A. F. Parson
J. C. Hiatt
F. D. Morgan
Bureau of Public Roads
L. H. Young
C. H. Maison

RECEIVED
MAY 22 1963
FOR FILING

I-N-1 [illegible]

5764

May 22, 1963

Oregon State Highway Commission

Request for Extension of Time
No. 2
June 10, 1963 Meeting

Gentlemen:

We have received a request for an extension of time from the Rogers Construction Company, contractor on the Deadman's Pass-Meacham paving project on the Old Oregon Trail Highway in Umatilla County, Contract No. 5764. The contractor requested 22 workdays because of a change from oiled to paved shoulders.

Our job records show that the change required a total of 11 workdays, based on actual production on the project. It is, therefore, recommended that the contractor be granted 11 workdays without the assessment of liquidated damages. The Bureau of Public Roads concurs in this recommendation.

This matter will be presented to you at the June 10 meeting.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc Floyd Query
R. L. Porter
Lloyd F. Shaw
Victor D. Wolfe
L. H. Young
F. D. Morgan
C. H. Maison

CHB:bjh bbc

FORM E-30 90M 5-62 43906

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 14, 1963

SUBJECT: Extension of Time
Deadman's Pass-Meacham Section
Old Oregon Trail Highway
Contract No. 5764

To: Mr. Lloyd P. Shaw
Assistant State Highway Engineer

BUILDING

In December of 1962, we submitted to you a contractor's Request for Extension of Time on this project and recommended an increase of 22 workdays. With this request we submitted the usual rough drafts to the Bureau of Public Roads and Highway Commission.

The request was submitted to the Bureau of Public Roads in the usual manner and we have now received an answer to that request. The Bureau of Public Roads will approve an extension of not more than 11 workdays.

It is recommended that we modify our letter to the Commission and ask for 11 workdays. A proposed rough draft to this effect is attached.

F. D. Morgan
Construction Engineer

By G. L. Decker
G. L. Decker
Assistant Construction Engineer

GLD:bjh
Attachment

cc: L. H. Young

NOTED
LLOYD P. SHAW

RECEIVED
MAY 17 1963
OFFICE OF
STATE HIGHWAY ENGINEER

477 Cottage Street N. E.
Salem, Oregon

May 6, 1963

Mr. Forrest Cooper
State Highway Engineer
Salem, Oregon

A. W. Parsons
Division Engineer
Salem, Oregon

Oregon I-80N-6(19)227
Deadman's Pass - Meacham Time Extension

Your letter of April 11 requested a 22 day time extension on the subject project.

A careful review of our project file has been made, and this office finds it very difficult to consider a time extension on this project for any other reason that that caused by a change from oiled shoulders to asphaltic concrete shoulders.

Our monthly inspection reports indicate that job progress lagged behind the time utilized from the beginning of the project. The project engineer's statement of overruns and underruns reveals that the final project costs are very close to that authorized by the State.

Based on the change from oiled shoulders to asphaltic concrete shoulders this office will concur in an extension of time under the contract of 11 days.

NOTED
LLOYD P. SHAW

RECEIVED
MAY 7 1963
OFFICE OF
STATE HIGHWAY ENGINEER

original To Morgan - with request forms
cc Young
5-9-63

NOTED
LLOYD P. SHAW

April 11, 1963

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage Street N. E.
Salem, Oregon

Re: Request for Time Extension
Deadmans Pass-Meacham Section
Old Oregon Trail Highway
Project I-80N-6(19)227

Dear Sir:

Additional information pertaining to job progress has been requested by your Area Engineer on this project to justify our request of December 7, 1962 for your approval of a time extension for the contractor. Your letter of December 17, 1962 states that as of July 27, 1961, only seven per cent of the work had been done while 46 per cent of the workdays had been used.

A review of the job records shows that the contract was awarded on July 28, 1960, but no rock was crushed on the project until December 23, 1960. The structures were under construction during this period; but the grading project, under another contract, was not completed to a point where a workable unit was available to the crushing contractor.

The portion of the project between the beginning of the project and the Indian Reservation Boundary (about 150 Stations) was completed by the grading contractor and became available to the crushing contractor about January 1, 1961. Rock placing on this portion started on January 10, 1961, and the crushing of rock base on this unit was completed on March 10, 1961. The contractor used a privately acquired quarry near the west end of the job to produce this rock and could not have used the quarry near Emigrant Springs Park due to the fact that the heavy rock grading in this area was not completed, and this prevented the contractor from hauling along the new grade from this quarry. He could have hauled with legal loads through traffic, but we must agree with the contractor that this would have been both prohibitively expensive and extremely dangerous to the travelling public. The placing of base on the west end of the project was stopped by wet weather, but material was stockpiled to complete that section.

The spring of 1961 was late and wet and after the ground started to thaw out in March, the roadway was too wet for the placing of base until about the first of June. On June 10, 1961, the contractor had moved his crusher into the Emigrant Springs quarry and started setting up in this source. The grading through this area had been completed during the winter. The last work done was heavy rock work which was not materially affected by either cold or wet weather. At about the same time, the contractor started placing the remaining material on the west end of the job, using material stockpiled the previous winter.

Before the contractor could complete his setup in the Emigrant Springs Quarry, the equipment operators went on strike, and this shut down all operations until the middle of August. The contractor lost six and one-half weeks of prime summer weather due to this strike.

When the strike ended, the crusher produced AC aggregate while the placing crew finished the base on the west end. When this was finished on September 8 the crusher immediately changed over to base rock production, and this material was placed directly on the road without stockpiling. This operation continued until snow shut the job down on December 4, 1961. At this time an estimated 72 per cent of the base had been placed.

Also during this period, AC had been placed on both lanes up to Station 500, and the base lift of AC had been placed on the westbound lanes through Emigrant Springs Park (about two miles).

The project was restarted on June 4, 1962 and carried to completion in September, 1962.

As of July 27, 1961 (the date cited in your December 17, 1962 letter), our records show that 21 per cent of the contract had been completed. A large portion of this completed work consisted of bridge construction which was on the same contract but under a different federal-aid number [I-80N-6(14)227]. This accounts, in large part, for the low percentage of completion as shown on your reports.

We believe that the contractor executed his work in a good and efficient manner, considering all facets of the job as enumerated above. We, therefore, again recommend your approval of the 22-day extension as requested in our letter of December 7, 1962.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

Lloyd P. Shaw
Assistant State Highway Engineer

cc Forrest Cooper
F. D. Morgan
L. H. Young
C. H. Maison
CHB:bjh: ajw

FORM E-30 99M 5-62 43906

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 3, 1963

SUBJECT: Contractor's Request for Time Extension
Deadman's Pass-Meacham Section
Old Oregon Trail Highway
Contract No. 5764

To: Mr. Lloyd P. Shaw
Assistant State Highway Engineer

BUILDING

Attached is a rough draft of a letter to the Bureau of Public Roads pertaining to the contractor's request for a time extension. This letter is in answer to their letter of December 17, 1962, and supplemental to our reply of January 17, 1963.

Additional justification was verbally requested by the Bureau of Public Road's Area Engineer, and this matter has been discussed at considerable length with him by both Salem office and Division 5 personnel.

Both Division and Construction personnel strongly feel the 22-day extension requested is justified and have gone to great lengths in an effort to convince the Bureau of Public Roads of this justification. Copies of previous interdepartment correspondence is attached for background information.

F. D. Morgan
Construction Engineer

By G. L. Decker
G. L. Decker
Assistant Construction Engineer

CHB:bjh
Attachments

TED
OYD P. SHAW

RECEIVED
APR 4 1963
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
FEB 25 1963
FOR FILING

477 Cottage Street N.E.
Salem, Oregon

5764

Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

January 28, 1963

A. W. Parsons, Division Engineer
Salem, Oregon

Extension of time, Deadmans Pass - Meacham Section
Old Oregon Trail Highway
Interstate Project I-80N-6(19)227

Your letter of January 21, 1963 has been reviewed concerning an increase of 22 workdays. We believe the contractor in making a bid to do the work on this project was cognizant of the major items to be accomplished and made plans accordingly to facilitate progress without hindrance within the contractor's organization.

Analysing a crusher operation of oil rock and paving rock, we believe the contractor may be entitled to a minor extension of time, but nothing like the 22 days proposed in your letter dated December 7, 1962.

RECEIVED
JAN 29 1963
OFFICE OF
STATE HIGHWAY ENGINEER

BU 2-1-63

original to Young
2-7-63

NOTED
LLOYD P. SHAW

RECEIVED
JAN 22 1963

FOR FILING

[illegible]

5764

January 21, 1963

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage Street N. E.
Salem, Oregon

Re: Extension of Time
Deadman Pass-Meacham Section
Old Oregon Trail Highway
Project No. I-80N-6(19)227

Dear Sir:

Your letter of December 17, 1962, indicates that you will not concur in our recommendation to allow additional time in which to complete this project without the assessment of liquidated damages. The reason cited for this nonconcurrence is that the contractor did very little work between the time the contract was let and July 27, 1961.

While only a very small percentage of the total job was done by the above cited July 27 date, our records show that 91 per cent of the structural work was completed by that date. The structural work, which comprised only 18.3 per cent of the total value of the project, had to be essentially completed prior to the start of the base rock placing. To have done otherwise would have required a skip-type operation with considerable additional cost to the contractor in both the hauling and placing operations.

We believe that the project was run in a logical and efficient manner, and again request your concurrence in our recommendation for an increase of 22 workdays.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

Lloyd F. Shaw
Assistant State Highway Engineer

cc Forrest Cooper
F. D. Morgan
L. H. Young
C. H. Maison

CHB:bjh: ajw

FORM E-30 80M 5-62 43906

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 17, 1963

SUBJECT: Deadman's Pass-Meacham Section
Old Oregon Trail Highway
Contract No. 5764

To: Mr. Lloyd P. Shaw
Assistant State Highway Engineer

BUILDING

We are attaching hereto a rough draft of a letter to the Bureau of Public Roads asking for reconsideration in granting additional workdays on the subject project.

This has been held up until the Division was able to discuss the matter first hand with Mr. Jensen, which discussion took place last week.

F. D. Morgan
Construction Engineer

By G L Decker
G. L. Decker
Assistant Construction Engineer

GLD:bjh
Attachment

cc: A. F. Parson

NOTED
LLOYD P. SHAW

RECEIVED
JAN 18 1963
OFFICE OF
STATE HIGHWAY ENGINEER

477 Cottage Street N.E.
Salem, Oregon

December 17, 1962

Mr. Forrest Cooper
State Highway Engineer
Salem, Oregon

A. W. Parsons, Division Engineer
Salem, Oregon

**Extension of Time, Deadman's Pass-
Meacham Section, Old Oregon Trail
Interstate Project I-80N-6(19)227**

A review has been made of our construction inspection reports on subject project. Information gained by this review does not indicate any great activity by the contractor from the beginning of work on August 9, 1960 to July 27, 1961. Our Report No. 6, dated July 27, 1961, indicates time charged, 46%, and complete, 7%.

The crusher first installed on the project was not on property selected or secured by the State. From our Report No. 4, dated March 22, 1961, the crusher plant had been moved from the project after crushing 76,000 tons of 1-1/2"-0" and 12,000 tons of 3/4"-0". Then four months later our Report No. 7, dated July 27, 1961, shows another crusher being set up. This was in the designated quarry site. The first quarry selected by the contractor was good rock but very hard and abrasive, hence his production was curtailed.

Most of the data presented in your letter dated December 7, 1962 reviewed work of the contractor and subsequent orders or instructions covering the time period of September 1961 and later. Our reports show the activity from September 1961 to completion at the end of August 1962 to be better. Originally, 140 work days were set up, which is a normal one season period, yet this project was awarded on July 28, 1960, and using the above criteria, should have been completed at the end of the 1961 season. Reviewing the above data, the job project was only 7% the first calendar year and then 93% the next year.

Based on the above reasons we do not feel that we can concur in your recommendation for granting an additional 22 work days, unless factors that are unknown to this office can account for the poor progress between August 9, 1960 and July 27, 1961.

RECEIVED
DEC 1 8 1962
OFFICE OF
[illegible]

NOTED
R. L. PORTER

original T. Morgan
with note To [illegible]
12-18-62

December 7, 1962

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage Street N. E.
Salem, Oregon

Re: Extension of Time
Deadmans Pass-Meacham Section
Old Oregon Trail Highway
Projects: I-80N-6(19)227
I-80N-6(14)227

Dear Sir:

We have received from Rogers Construction Company, contractor on this project, a request for an extension of 22 workdays in which to complete the work on this project. The reason given by the contractor to justify this increase is that the shoulder surfacing was changed from 0-11 oil mat to an AC pavement, and that this change required additional work time.

A price agreement was signed in September, 1961, to change from oiled shoulders to paved (AC) shoulders. This price agreement was approved by the Bureau of Public Roads on September 19, 1961. At the time this price agreement was signed, the contractor was using a plant which averaged 890 tons per day. However, the next season a new plant was used and the production of this plant averaged 1753 tons per day. The additional AC required under this price agreement was about 19,000 tons which at the rate of production accomplished, would require 11 workdays.

Due to the fact that the shoulder paving was intermixed with the other paving, it is impossible to separate the time required, except by average production. This method does not take into account the fact that the shoulder paving is in narrow strips and is generally slower than the mainline paving.

In addition to the additional AC required, the final amount of base rock was considerably over the bid amount. The bid amount of coarse crushed base was 400,000 tons and the final amount was 421,576 tons, an increase of 21,576 tons. The bid amount of 3/4"-0 in base was 73,000 tons and the final amount was 89,033 tons, an increase of 16,033 tons.

While crushing 1½"-0 base, the plant averaged 3815 tons per day. The additional 21,576 tons required six days. While crushing AC aggregate and 3/4"-0, the plant averaged 3535 tons per day; this required five days to produce the additional 16,033 tons of 3/4"-0.

Had the original plan for oiled shoulders been adhered to, it would have been possible to have completed the oiling and mainline paving at about the same time—possibly a day or so difference between the operations. This difference in completion times would probably offset the delays encountered in paving the narrow shoulder widths mentioned above.

It is, therefore, recommended that the contractor be granted an extension of 11 days for the extra AC and 11 days for the overrun of crushed rock quantities. This total of 22 days equals the overrun in time on the project and will eliminate the assessment of liquidated damages on the project.

Your concurrence in this recommendation is requested.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

R. L. Porter
Assistant State Highway Engineer

cc Forrest Cooper
F. D. Morgan
L. M. Young
C. H. Maison

CHB:bjh: ajw

FORM E-30 50M 5-62 43808

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
December 5, 1962

SUBJECT: Extension of Time
Deadman's Pass-Meacham Section
Old Oregon Trail Highway
Contract No. 5764

To: Mr. Lloyd P. Shaw
Assistant State Highway Engineer

OFFICE

Attached is a request from Rogers Construction Company, contractor on the project, for an extension of 22-days. The reason given by the contractor to justify this increase is that the shoulder surfacing was changed from 0-11 oil mat to an A.C.

A Price Agreement was signed in September, 1961, to change from oiled shoulders to paved (A.C.) shoulders. This Price Agreement was approved by the Bureau of Public Roads on September 19, 1961. At the time this Price Agreement was signed, the contractor was using a plant which averaged 890 tons per day. However, the next season a new plant was used and the production of this plant averaged 1753 tons per day. The additional A. C. required under this Price Agreement was about 19,000 tons which at the rate of production accomplished would require 11 workdays.

Due to the fact that the shoulder paving was intermixed with the other paving, it is impossible to separate the time required except by average production. This method does not take into account the fact that the shoulder paving is in narrow strips and is generally slower than the mainline paving.

In addition to the additional A.C. required, the final amount of base rock was considerably over the bid amount. The bid amount of coarse crushed base was 400,000 tons and the final amount was 421,576 tons, an increase of 21,576 tons. The bid amount of 3/4"-0 in base was 73,000 tons and the final amount was 89,033 tons, an increase of 16,033 tons.

While crushing 1-1/2"-0 base, the plant averaged 3815 tons per day. The additional 21,576 tons required 6-days. While crushing A.C. aggregate and 3/4"-0, the plant averaged 3535 tons per day; this required 5-days to produce the additional 16,033 tons of 3/4"-0.

Had the original plan for oiled shoulders been adhered to, it would have been possible to have completed the oiling and mainline paving at about the same time -- possibly a day or so difference between the operations. This difference in completion times would probably offset the delays encountered in paving the narrow shoulder widths mentioned above.

It is, therefore, recommended that the contractor be granted an extension of 11-days for the extra A.C. and 11-days for the overrun of crushed rock quantities. This total of 22-days equals the overrun in time on the project and will eliminate the assessment of liquidated damages on the project.

This matter has been discussed with Mr. Jensen and Mr. Brooks of the Bureau of Public Roads. They have, however, not expressed either denial or approval of the extension of time, and prefer to wait until the formal request is made before making a decision.

Rough drafts to the Commission and the Bureau of Public Roads are attached.

F. D. Morgan
Construction Engineer

By G. L. Decker
G. L. Decker
Assistant Construction Engineer

CHB:bjh
Attachments

cc: L. H. Young

RECEIVED
DEC 6 1962
OFFICE OF
STATE HIGHWAY ENGINEER

Walker

FORM 2-39X—30M—5-62 43000

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

La Grande, Oregon
October 23, 1962

SUBJECT: Request for extension of time
Deadmans Pass-Meacham Section
Old Oregon Trail Highway
Contract 5764

To:

Mr. F. D. Morgan
Construction Engineer
Salem

Attached hereto you will find Contractor's Request for Extension of Time and our resident engineer's letter of transmittal. In the balance of this letter we have attempted to consider not only the points brought up by our resident engineer and by the contractor but all other reasons that might have a bearing toward consideration of any increase in the number of workdays.

As stated in the "Additional Contract Provisions" that are part of the subject project, one of the reasons for granting an increase in the number of workdays is the delay due to interference of other contractor's activities to the extent only that this caused an increase in the time actually needed to complete the work. The contract for grading work on the same section was not complete until April 6, 1961. There was some interference between the date of award of this contract near the end of July 1960 and the completion of this grading contract. Through this period,all in the fall of 1960, a total of 40 workdays were charged. On these days our estimate of production possibly was 65% as noted in the weekly statement of workday charges from our resident engineer. If we take the difference between this production rate and total productivity times the time charged (35% of 40) we are shown that an increase of 14 workdays could be recommended.

An additional increase could also be recommended to cover the work necessitated by the change in plans due to Price Agreement No. 1, the substitution of paved for oiled shoulders. At the time this P.A. was prepared the paving plant was producing about 1,000 tons per shift. It was anticipated that the oiling could be progressing at the same time as the paving operation under the plan as bid and that this additional paving would delay completion of work under the contract by the amount of time necessary to do this additional paving. This work would then have required some 19 or 20 days. Actually plant production at the time most of the shoulders were paved was nearer 2,000 tons per day which would require some ten days in which to perform this shoulder paving. Due to the intermingled paving work on the roadway as well as the shoulders, it was not possible to determine while the work was in progress the actual amount of time that was devoted entirely to shoulder work. Of importance in considering the additional time required to pave the shoulders is the fact that much of the rock for the C-11 mat was already available to the contractor from a previous contract. In his letter the contractor estimates 74%. A check by telephone with our resident engineer indicates that this is a close estimate.

Oct. 23, 1962

There was a substantial overrun in base surfacing on this project. 473,000 tons were set up in the contract and over 510,000 tons used. This is an overrun of 8% over gross quantities and almost 20% over net. If we assume most contractors would bid this project planning on crushing almost continuously throughout the duration of the contract, a fair estimate for crushing of base surfacing would be 100 days. The overrun in quantities would justify increasing the number of workdays by eight.

Two other analyses were made of work performed on this job, ignoring the substitution of paved for oiled shoulders. First, the contract bid items exclusive of the "Specialty Items" were considered. The original authorization for contract items No. 1 through No. 26 is $1,133,355. The amount spent on these items plus allied price agreements was $1,209,363 or an increase of 6.7 percent. This percent of the workdays specified amounts to over nine days. The second analysis considered only the total crushing necessary. This basis has an inherent error in that some crushed materials require more work before final incorporation in the road (i.e. paving and oil rock) than others (surfacing materials). However, since both catagories overran this error is minimized. The contractor bid on the production of about 556,300 tons of which he had some 6,300 tons in stockpile from a previous project, leaving 550,000 tons to be crushed. In performing the work called for under the terms of this project, almost 600,000 tons were crushed or an overrun of 9.1 percent. This percent of the 140 days specified amounts to almost 13 workdays.

After studying the above reasons and analyses we trust you will concur in our recommendation that the contractor be granted the 22 day increase in the number of workdays requested.

A. F. Parson
Division Engineer

By

H S Coulter

H. S. Coulter
Assistant Division Engineer

HSC:dj
Encl.

cc: J. H. Walker

Pendleton, Oregon
Oct. 18, 1962

Mr. A.F. Larson
Division Engineer
Oregon State Highway Dept.
La Grande, Oregon

Contractors Request for Extention of
Time to Complete Construction Contract

Deadman Pass-Meacham Section
Old Oregon Trail Highway
Contract No. 5764

Attached find 7 copies of form No. E-320, Contractors Request for Extention of Time to Complete Construction Contract along with his letter to this office stating his reasons for the request.

As you will note the basis for making this request relates to a Price Agreement which was made between the Contractor and the State Highway Dept. which involved a change from the planned shoulder oiling to shoulder paving. I concur with the statement the Contractor makes that there was a Strike which involved some 42 days and also that there was some material from a previous project which was available for this shoulder oiling. There was other O-11 oiling other than the shoulders on the project and most of the material was used for this work. I also concur that the price agreement was discussed fully prior to the signing and that it was brought up that additional materials must be crushed and that the paving would involve additional time. No one at that time knew exactly how much additional time might be necessary but as I recall it was estimated in the neighborhood of some 20 days. This was based on an approximately 19,000 tons of asphaltic concrete materials needed for this work and the records at that time showed that the contractor was placing somewhat less than 1000 tons per shift on the paving of the main line which was at that time in progress.

As you recall, instructions at that time were that we were unable to insert any clause into the price agreement regarding any allowance for additional time allowance as this is something that required an act of the Commission. The Contractor agreed to do the work at his bid prices as per contract for this additional work but also stated that he would ask for additional time allowance at the end of the project if the same were needed.

At the completion of the project the records show that the contractor used some 22 days in excess of the time allowed in the contract.

The following is a breif history of the project which I beleive are the things which may affect the determination of the legitimacy of the request.

The shoulder paving work involved a 4 ft. and 10 ft. shoulder on the main line. Also it involved 4 ft. and 6 ft. shoulders on the three interchanges. The lengths involved was the entire main line of some 1008 stations and the interchanges involved legs of some 134 stations. It is somewhat questionable in my opinion as to whether the shoulder paving involved additional work over and above the normal paving other than quite a number of changes in widths of paving. This necessitated possibly some additional change over in the paving machine itself. This additional would have been on the top lift of A.C. only as the base lift was placed according to the original plans.

There has been some question as to time involved in the shoulder oiling had not the paving been substituted. It is my opinion that if the contractor had operated efficiently on the oiling of the shoulders there would have been

FORM E-30X-----6-61-----

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 22, 1961

SUBJECT: Deadmans Pass-Meacham Section
Contract No. 5764

To:

MEMO TO THE FILES

Ray Rogers called this date regarding the time required to construct A.C. shoulders in lieu of the oiled shoulders specified for the job. The A. C. shoulders are being done by Price Agreement and he was of the opinion that the A. C. shoulders would take longer to construct.

This was discussed with Mr. Cooper who assured him that full consideration would be given to this in evaluating the workdays required for the job and could justify an extension of time of any workdays required.

Tom Edwards
Construction Engineer

By

L. H. Young
Assistant Construction Engineer

LHY:fp

cc Forrest Cooper
A. F. Parson
John H. Walker

NOTED
LLOYD P. SHAW

NOTED
DATE
JOHN H. WALKER
RESIDENT ENGINEER

very little difference between the time when the paving was completed and the time the oiling was completed. Possibly a day or so.

The Strike which the contractor mentions, according to my record involved the period from approximately July 7, to August 17, 1961.

The Price Agreement was signed Sept. 19, 1961.

The crushing of all aggregates necessary for the project was completed on Aug. 20, 1962.

The paving was completed on Aug. 30, 1962.

The entire highway was opened to traffic on Aug. 31, 1962.

The completion date of the project was Sept. 12, 1962.

It possibly should be noted that prior to the opening of the entire section for traffic, other pieces of the main line had been opened to traffic. One section of approximately 2 miles at the Emigrant Park area on the west bound lane was open for two way traffic in the fall of 1961 and continued that way. The remainder of the west bound lane was also opened for traffic on a two way system prior due to the entire opening. These openings prior to the full opening of the highway were of benefit to the contractor as well as the highway dept. to adequately handle traffic and also allow the contractor to do some connection work which he would have not been able to do otherwise. Along with this however it necessitated work by the contractor on guide posts and guard rail as well as some cleanup work to do a portion of it under traffic. This is mentioned so that the picture will be clear. It should also be noted by the above dates that there was a period from Aug. 31 to Sept. 12 in which the entire section was opened to traffic that it was also necessary for the contractor to work under traffic. With the exception of the first few days of this period when the contractor was obliterating previously used roads and connections the balance was mainly on guard rail and sight posts. Progress was somewhat slow during this period due to traffic, having to follow the traffic pattern on contractors movements and painting during traffic.

When considering the contractors use of the time during the entire project, it is my opinion that there was a minimum of delay other than that caused by strike conditions, weather conditions and normal breakdown. I considered that the Contractor as a whole performed his work in an efficient manner and with adequate equipment.

In considering all of the above facts and data it is still somewhat questionable as to the exact time that would be correct to fairly allow. There is no question in my mind whatsoever that the Contractor should be allowed the additional time that the price agreement extended his work. It is my opinion that had we have been able at the time of negotiation of the price agreement to have inserted a time extention that I would have gone along with the estimated 20 days. Also considering the possibility of some interference with traffic and a possibility of lag in being able to get back into full production due to the strike, I beloive that the Contractor is entitled to the time of 22 days as he requests in his letter.

John H. Walker

John H. Walker
Resident Engineer

Form 2-40—

OREGON STATE HIGHWAY
DEPARTMENT

TABULATION SHEET
SHEET .... OF .... SHEETS

			Sta.					
1132+40	1135+50.08 = 404+05.55	E.B. 14'	503.73 ✓		"B"867+17	873+00	10'	5.83
707+77.86 708+09.36	905+00							
					"B"873+00	882+20	12'	9.20
1132+40	1135+50.08 404+05.55	W/B 14'	503.94 ✓					
475+88.70 475+67.85	707+77.86 708+09.36				"B"882+20	898+00	10'	15.80
	905+00							
"A"14+72	"A"20+50	10'	5.78 ✓		"C"863+00	882+14	10'	19.14
"A"20+50	"A"26+62	12'	6.12 ✓					
					"C"882+14	888+00	12'	5.86
"A"29+62	"A"36+80	12'	7.18 ✓					
					"C"888+00	899+00	10'	11.00
"B"22+00	"B"31+10	10'	9.10 ✓					
"A"679+11	684+20	12'	5.09 ✓	14' -	1007.77	× 17.5	17 635	
"A"686+30	696+00	12'	9.70 ✓	12' -	53.31	× 15.00	800	
				10' -	80.46	× 12.5	1006	
"B"692+50	697+93	10'	5.43 ✓				19 441	Tons
"C"672+40	678+90	10'	6.50 ✓					
				14	1007.77	× 17.084	17 156	
"A1"871+50	876+00	12'	4.50 ✓	12	53.31	× 14.592	778	
				10	80.46	× 12.160	978	
"A2"879+28	884+94	12'	5.66 ✓				18,912	Tons
"A4"872+69	874+57	10'	1.88 ✓					

FORM 2-30 50M 2-60 26118

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

La Grande, Oregon
October 3, 1960

SUBJECT: Work day charges
Deadmans Pass-Meacham
Old Oregon Trail Highway
Contract 5764

To:

Mr. J. H. Walker
Resident Engineer
Pendleton

Reference is made to teletype No. 158, 9-27-60 directing us to begin workday count on the subject project on September 15, 1960.

We question the efficacy of this directive, however, Mr. Edwards, in telephone conversation this afternoon, confirmed this date. You will, therefore, revise your workday count as per instructions in the above mentioned teletype.

Mr. Edwards advised that it would be permissable to refer to the instructions contained in this teletype as a reason for the revision in workday count.

A. F. Parson
Division Engineer

By

C. D. Cannon
Office Engineer

Noted & Done
JHW.

IED
OYD P. SHAW

CDC:dj
cc: Tom Edwards

FORM E-302 50M 2-60 26119

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

La Grande, Oregon
September 28, 1960

SUBJECT:
Deadmans Pass-Meacham Paving
And Structures
Old Oregon Trail Highway
Contract 5764

To:

Mr. F. B. Klaboe
Field Construction Engineer
Salem

NOTED
DATE File under Sot
JOHN H. WALKER
RESIDENT ENGINEER

Reference is made to your teletype No. 158, 9-27 and our telephone conversation of this date. This has to do with work day count on the subject project.

The matter of charging the work day count has been discussed with Resident Engineer Walker who in turn feels that he cannot justify the charging of work day count for the following reasons. (Please refer to the attached fly-sheet upon which you will find certain notations.)

First, please note that the grading under Contract 5412 is well underway although only that section between Station 715 and 837 has been completed as of this date. This particular completed section, of course, could be surfaced. However, in order to do so, it would be necessary for the contractor to haul legal loads over the existing travelled highway.

Second, you will note that the grading is underway Station 1132 to 500 with rubber tired equipment, as well as being under way at the large rock cut Station 684 to 693 with 2½ yard shovel and hauling equipment (two shifts). It is estimated that it will take one month to complete this cut under present rate of progress.

The Resident Engineer has planned to begin work day count as soon as this cut is taken out as this will allow the contractor to carry on his surfacing operations. That is, he would be allowed to operate with his heavy hauling equipment on the new grade and would not have to keep his loads to legal weight because he would not have to haul on the existing travelled way. We feel sure that the contractor planned his surfacing and paving job in this way and certainly he would have legitimate objections to our forcing him to begin surfacing if it meant the hauling of legal loads when at a later date he could and would use loads that would be in excess of the legal limits. We feel that the Resident Engineer's logic in not charging time until the rock cut is out, Station 684 to 693, is in order. We, therefore, recommend that until sufficient grade is ready to allow the contractor to carry on uninterrupted surfacing operations, the contractor be not charged work days.

A. F. Parson
Division Engineer

C. C. Walker

By C. D. Cannon
Office Engineer

CDC:dj

Walker

)-+
LAG CON 158 9-27-60 3:17

PARSON

PLEASE BEGIN WORKDAY COUNT ON [illegible] AUX BASE-MEACHAM SURFACING CONTRACT AS OF SEPT 15, 1960. THIS MEANS YOU WILL HAVE TO REVISE CHARGES MADE SINCE. CONTINUE TO ASSESS CHARGES IN ACCORDANCE WITH WEATHER CONDITIONS.

KLAROF

[illegible]+.

Johnny - Please do so.

Weekly Reports - Deadman Pass - Meacham.

Job Let. July 28, 1960

Aug 9 - 1960 - Contractor Started Work on Bridge Footings

Sept 2nd Report - No Surfacing work practical due to grading not complete

Oct 1. - I had not charged any time to this date but was given directive by DIV. Office to back up time charges to Sept. 15th

Sept 15 to Nov 12th Not much surfacing areas open to work on - Chg'd Min 65%

Contractor protested practically all time charged See protests Oct 1 - Nov 12 - Had to turn them all down as was directed to charge time.

Nov 12th through rest of Nov - Weather Bad did not charge time -

Contractor Started work at West End quarry Nov 9th

Started Crushing Dec 23rd 1½"-0

Started Placing on Roadway Jan 10
Except for breakdowns crushed 1½" to Mch 10 and 1¾"-0 to Mch 17th

No Placing after middle of Mch due to wetness on Roadway until 1st of June Started Placing again Jun 10

Started work on Emig Spr. Quarry June 1st
Also blade work at West End about this period. ~~[illegible]~~,
Strike Stopped operation July 1

OREGON STATE HIGHWAY COMMISSION

ENGINEERS RECOMMENDATION REGARDING CONTRACTORS REQUEST FOR EXTENSION OF TIME TO COMPLETE CONTRACT

#2

Investigation has been completed regarding the request (see reverse side) for an extension of time within which to complete the following project:

Contract No. 5764 Contractor Rogers Construction Co.

Highway Old Oregon Trail

Section Deadmans Pass-Meacham

Kind of Work Paving & Structures

It is recommended that such extension be granted as requested under the following terms and conditions:

Recommend 11 workdays due to change from oiled to AC shoulders.

APPROVED BY HIGHWAY COMMISSION

DATE June 10, 1963 for 11 work days

Floyd Query
Secretary

Recommended for Approval:

~~Asst.~~ Division Engineer

Asst
Construction Engineer or Bridge Engineer

ASSISTANT State Highway Engineer

Contract No. 5764

Project designation I-80N-6(14)227, I-80N-6(19)227
Federal Aid Interstate
State—Federal

Date awarded July 28, 1960

Work started August 9, 1960

Per cent completed 100% 9-12-62
Date

No. of workdays allowed: 140

~~Specified completion date~~

No. of workdays used: 162

~~Previously extended~~

No. of added workdays requested: 22

~~Extension requested~~

Form E-320 2M 7-51

OREGON STATE HIGHWAY COMMISSION

CONTRACTORS REQUEST FOR EXTENSION OF TIME TO COMPLETE CONSTRUCTION CONTRACT

Oregon State Highway Commission,
Salem, Oregon.

Date September 28, 1962

Gentlemen:

We, the undersigned, respectfully request an extension of 22 days time, from Aug. 9, 1962, to Sept. 12, 1962, within which to complete our Contract No. 5764, described as follows:

Deadman Pass-Meacham Section, Old Oregon Trail Highway-Umatilla County.
Contract #5764

The above request is based upon the following reasons:

See attached letter

Respectfully submitted,

Rogers Construction Co.
Contractor

By Chas McInroe

CONSENT OF SURETY

Date 19

We, FIDELITY AND CASUALTY COMPANY OF NEW YORK, as surety on the bond guaranteeing the completion of the contract above named and listed, hereby join in and consent to said request for extension of time, and hereby agree to remain fully bound as surety in all respects as if the latest extended date hereinabove stated had been stipulated in the original agreement.

FIDELITY AND CASUALTY COMPANY OF NEW YORK

BY Fred A Fisher
Attorney-in-fact
ATTORNEY

PALLETT, FISHER & CA[illegible], IN

By Fred A Fisher
Resident Agent

(SEAL)

State Printing Dept. 50695

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DEC 11 1962

FOR FILING

[illegible]

5764

December 10, 1962

The Fidelity & Casualty Co. of N.Y.
San Francisco Branch Office
160 Pine Str.
San Francisco 11, Calif.

Att: Sheridan J. McCarthy

Gentlemen:

On October 4, 1962 you were notified of the release of final payment on contract #5764 awarded to the Rogers Construction Co. for paving and structures on the Deadman's Pass-Meacham Section of the Old Oregon Trail Highway in Umatilla County.

Final payment on this contract is $67,058.41, and the total contract amount is $1,472,650.33, including $2,616.10 for work performed under force account.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

al
cc:

Pallett, Fisher & Carlo, Inc.
1001 U. S. National Bank Bldg.
Portland 4, Oregon

C. H. Maison

NOTED ON CARD

AL

RECEIVED
NOV 23 1962

5764

~~Chas. H. Reynolds~~
Everett J. Reynolds
~~Chas. A. Reynolds~~

REYNOLDS INSURANCE AGENCY
LA GRANDE, OREGON

Telephone WO 3-3121
Reynolds Building
P. O. Box 898

November 21, 1962

Dear Forrest:

The transcript of the speeches given at the Emigrant Springs dedication have just been received and I will take them home tonight and read them quite carefully.

Your kindness in sending these is very much appreciated.

We are not traveling very much now, but are leaving Friday morning for Corvallis and the game there Saturday. We have not seen this game for a numberof years since, for the most part, the weather conditions are not suitable for a drive of that distance and then if one is too interested, the blood pressure could be affected.

Anyway, we are going to take a chance on everything this time.

With personal regards to Mrs. Cooper and yourself, and hoping that you have a most enjoyable Thanksgiving, I am,

Sincerely,

Chas.

CHR:ph

Mr. Forrest Cooper
State Highway Engineer
Salem, Oregon

NOTED
FORREST COOPER

RECEIVED
NOV 23 1962
OREGON
STATE HIGHWAY COMMISSION

NOV 23 1962
OFFICE OF
STATE HIGHWAY ENGINEER

9

RECEIVED
NOV 21 1962

FOR

[illegible] N- [illegible] (13) [illegible]

5764

Salem, Oregon
November 16, 1962

Transcription - Dedication
Ceremonies at Emigrant Springs

Mr. Forrest Cooper
State Highway Engineer
Office

Enclosed is a transcript of the dedication ceremonies at Emigrant Springs.

Since Chairman Jackson referred to Ex-Chairman Reynolds in his remarks, may I suggest that a copy be transmitted to Mr. Reynolds.

Victor D. Wolfe
Administrative Assistant

VDW:me

Enclosure

DEDICATION CEREMONIES AT EMIGRANT SPRINGS

Melvin Winter, Mayor of Pendleton:

"Mr. Chairman, distinguished guests, fellow citizens: Thirty-five years ago, in 1927, the Oregon State Highway Commission set aside a strip of land 1,000 feet wide centering along this highway through this beautiful virgin timber and also purchased additional land for Emigrant Springs Park. This farsighted act assured our future generations that their children yet to come would be able to play in this same forest.

"This morning, we are celebrating the completion of 34 miles of Interstate freeway over these Blue Mountains. Although this stretch of road is known prosaically to some as 80 North, to us in Eastern Oregon the beloved name of Old Oregon Trail will continue to be favored. It's a beautiful name--a real one--the kind every chamber of commerce is forever trying to invent.

"Some of these great trees that add so much to the beauty of this highway were here when it was just plain Oregon Trail, 120 years ago.

"Immigrants traveled over 2,000 miles from St. Joseph, Missouri, on this trail to this park, and, believe it or not, this was the first real timber to be found by them on their entire journey west. The weary immigrants recorded in their diaries on this trip across the nation that all they could find was rotten, dirty, stinking water to drink, and there were only willows, sagebrush, and cottonwood to make the fires over which they cooked their food and kept themselves warm. They further recorded that upon their arrival here the people built great bonfires and danced and sang in celebration, for they were overjoyed to find these noble trees and the refreshing spring water here at this very spot, 120 years ago.

"I doubt that you could travel anywhere throughout the world and find a more perfect, basic, scenic highway than such as our Department has just completed here. We are indeed grateful to our Highway Department and our Commissioners for their perfecting the outstanding design and engineering factors in this project and then working it to its completion.

"We want to recognize the admirable work of our Division Engineer, Mr. Arvid Parson of La Grande; and our Resident Construction Engineers of the Highway Department, Mr. J. C. Hiatt of La Grande and Mr. John H. Walker of Pendleton. And now that this highway has been completed, its care and custody belong to our District Maintenance Supervisors, Mr. J. B. Bangert of La Grande and Mr. Larry Smitton of Pendleton. We are proud that this responsibility lies with them, for their past records give us confidence that its maintenance will be the finest in the state.

"This area is proud of its achievement of co-operation with our State Highway Department, both locally and at Salem, and feels that only through this high standard of co-operation can mutual benefit be secured for the entire State of Oregon. This fabulous super highway and beautiful park will always say 'Welcome' to travelers from all over the world and give them the immediate impression that Oregon is the finest state in the nation in which to work and to live, thanks to a farsighted Highway Commission and a competent Highway Department. Thank you."

Mr. Fridley:

"Thank you, honorable sir.

"I'd like to recognize at this time, due to an oversight, Mr. Norman Potratz of the Ontario Chamber of Commerce--Norm; and Mr. Jack Lescher, the City Superintendent of the City of Ontario--Jack.

"Speaking for city groups: Mr. David C. Baum, President of the La Grande-Union County Chamber of Commerce--Dave."

Mr. Baum:

"Thank you, Mr. Fridley. Members of the Highway Commission, members of the legislature, lovely ladies, and distinguished visitors, ladies and gentlemen: It is a pleasure to welcome our visitors from the western part of Oregon to this dedication. This is indeed an auspicious occasion.

"If we look back through the period of time that the knowledge of man has recorded, we find that from the beginning to the period of 1910, and then from 1910 to 1950, all the knowledge that has been recorded from the beginning of time to 1910 was doubled, and that in the period 1950 to 1960 it doubled again, and it is indicated now that in the period from 1960 to 1963 this knowledge will double again. And that if we would start with the first scientist who was born and count them all who have existed in the world, we would find that 90 per cent of them are like that. Now, this road and this freeway is a true indication of the culmination of this knowledge. It is a product of the brain and the wisdom of our scientists. This road represents the ultimate in man's present engineering knowledge based on the equipment that he has available.

"As we said at this dedication today, we could think of the changes in the past 40 years that have to do with the automobile, that have to do with the comforts and the accessories, and the air conditioning, and the cigarette lighters, and the plush seats, and the windows that roll up and down with the flick of a switch, on this knowledge that our scientists have acquired, and if we think of this highway that is built to the standards that have been improved upon in the last 40 years that will allow us to go at speeds of

100 miles an hour safely--I'm reminded of the story of the two truck drivers who were driving down the freeway. One leaned over to the other and said, 'Hey, Mac', he said, 'shift her down into low gear, here comes another motel'. The question that arises as we dedicate this highway today and with the scientific knowledge that has gone into it is 'Are we prepared as people to go along with the sociological changes and knowledge that need to go with our scientific improvements?' 'Are we prepared to use this road properly so that it will not result in more people being killed?' 'Are we prepared to use it properly to bind our area together?'

"Forty years ago, it took three days to go from La Grande to Portland. It took one day to go from La Grande to Pendleton, if you didn't get stuck. Now, we can make it to Portland, driving within the speed limits set by the State of Oregon, in 4-1/2 hours, and in 45 minutes from La Grande to Pendleton and even to the Pendleton Airport. You can stop and think what this means in tying not only our communities in Eastern Oregon closer together but in making available the rest of the nation to the businessman or the traveler, who can start out using this freeway and in one day, leaving his home in La Grande, for example, can be in New York City.

"We should think of this road as a broad river upon which the commerce and trade of our Eastern Oregon communities, as well as our nation, will flow. This road is going to have a significant effect upon our housewives and their shopping; it's going to make it easier for them to go from one town to another. This road can have a major effect upon the businessman, because he can live in Pendleton, La Grande, or Baker and drive to the other cities to work and still take less time on the road than our city cousins do getting back and forth to work in the large metropolitan areas.

"I think of these Northeastern Oregon counties that together we will find that this freeway brings together the farthest areas close to each other. It will open up tremendous distance for recreational activity. It will tie together Ontario, Enterprise, Pendleton, and all the communities in between. This freeway serves additional links in the chain forging a stronger bond and tie between these Eastern Oregon communities. This freeway, by its very efficiency and beauty, pulls us closer together and raises certain challenges to us.

"The first challenge is to forget our petty community differences and work together for the good of the entire Northeast Oregon area. The second challenge is to realize that with this freeway and the other freeways to follow, that what helps Baker helps La Grande, what helps Pendleton helps La Grande, what helps Ontario helps us all. And the third challenge would be to lift our eyes beyond the boundaries of our city, realizing that with this freeway and those to follow our future in Northeastern Oregon is bound together with each area capable of making a tremendous contribution for the growth of commerce, trade, and industry. Working together for our Northeast Oregon area, we can all move forward and prosper. This is the challenge. Thank you very much."

Mr. Fridley:

"Thank you, Dave. Highways are not all concrete and steel; the problems involved in their construction are not alone problems of engineering. There are many human problems involved. The State of Oregon is fortunate in having leadership, capabilities, and qualities, I think which would be unmatched any place in any area, by a man who is trustful in his business, trustful in his relationship with other individuals. It is unfortunate that Governor Hatfield could not be here, but this gentleman has been designated as his official representative, and he is also the Chairman of the Oregon Highway Commission. It gives me a great deal of pleasure to introduce to you, for a few remarks, Mr. Glenn Jackson of Medford, Oregon. Glenn....."

Mr. Jackson:

"Thank you, Mr. Fridley.

"Ladies and gentlemen: I can't recall of any other Governor in Oregon who has given so much interest in highway matters and in the responsibilities of the Highway Commission as Governor Hatfield. Initially, he accepted as one of his premises in taking office the development of our state, and I think he early recognized that the Highway Commission had in the future a rather sizable responsibility in this regard in connection with highway matters, the development of new highways, the maintenance of existing highways, the development of adequate park systems, and the adequate promotion of our tourist industry, which has become so important in the economy of our state.

"I'm sorry that the Governor is not here today, because this marks one of the major steps in the development of a part of a system, even though it's federal, which will have a very great effect upon the future of this area as well as Oregon in general.

"I regret also that Charlie Reynolds is not present today, because Mr. Reynolds spent nine years as a Member and Chairman of the State Highway Commission, and it was upon his insistence that this particular segment was one of the earliest segments of the Interstate system chosen for construction. The segment is the second largest that has been completed in Oregon--33 odd miles in length--costing some $15 million.

"The forecast for population increases on the West Coast indicates that in the early 1970's one out of eight people in the United States will be living in either California, Oregon, or Washington. Those of you who are familiar with Southern California will recognize that there is a limit in which any area can continue to absorb population. The things that California offers to those who settle there have to some extent been destroyed by the fact that too many people took advantage of it; and, as a result, we are finding a great number of people who have had a desire for many years to move to the West Coast and, attracted by what California has offered them, gone to California and are now coming into Oregon. Oregon has the space, climate, and the livability, and we are feeling the effects of this movement of population very rapidly. If these forecasts are true and Oregon's particular position on the West Coast is as I have indicated; namely, offering the thing that the individual who comes to the Coast is really looking for, then this highway certainly, as a link between East and West, must serve a very important purpose, because we will need more trade and commerce with the East, we will have to service more tourists, and certainly these areas here will have to help absorb this increase in population.

"The completion of this system which is so vital to the development of the State of Oregon is well on its way. We hope if the money continues to be forthcoming from the Federal Government on the Interstate system that we have this system completed by 1971. Our engineering, our right-of-way surveys, are all ahead of the money, and just as fast as we can obtain these dollars allocated to the Federal Interstate system, we will be ready to spend them.

"We have many problems in Oregon even now, in so far as our ABC system is concerned. We have accumulated even what are present population unfilled needs that in terms of dollars approximate $500 million. Because of the limitation of funds available to the State Highway Commission, we are trying to meet these needs on a net allocation of funds for construction of some $15 million a year.

"Many communities have problems, and to them they are major problems. Our problem is to decide how we can use this small amount of money--relatively small amount of money--against these great needs to the best advantage of the State of Oregon. Therefore, we have to analyze these needs from the viewpoint of the over-all. We have to pick out the traffic pressure points, we have to pick out those points where communities need highway construction in order to continue to develop, and virtually have to spread this money very thinly over the entire State of Oregon.

"We have further needs. Our increased tourist traffic has placed a burden on our Parks System which, from the viewpoint of our ability to meet this burden, has definite limitations. Three years ago, we called upon the counties of Oregon to participate in helping us provide additional park facilities, campground facilities, and other facilities for handling tourist traffic. In addition to that, since the Federal Government owns over 50 per cent of the State of Oregon and has the larger percentage of areas practical for development for parks, campgrounds, and tourist attractions, we set up a study program involving all of the agencies to determine the field of responsibility of everybody involved in this over-all problem. This park report, recently released, has been given a great deal of consideration by the Federal Government. We believe, on the basis of our contacts with the various agencies which have a responsibility in this field, that within the next five years we are going to break this so-called 'bottleneck' of Federal development of recreation facilities on public lands and help us meet this increasing park need brought about by an increase in our population and the increase in the number of visitors who come here for their summer recreation.

"We are also up against the highly competitive problem of advertising our tourist attractions. We're not the only people in this business--every state in the United States has similar organizations and they're all competing for the tourist dollar. Again another responsibility which we share with you in the further development of an industry which has a great potential.

"Now because of the Act which set up the Highway Commission, we have, at least on the books, been acting as an independent agency. I think that nothing could be farther from the truth. I think this organization, in the field and the Commission itself, is highly cognizant of the needs of the people of the State of Oregon and is ready and willing at all times to sit down with you and discuss your problems and try to find an answer, and we hope that you will look upon us as individuals who have the same desires and objectives as you have; namely, to try to do the best thing for every community, as well as the State of Oregon.

"Now this Commission is not in the business of dedicating highways--our problem is to build them and to maintain them. But, if we were, I think in view of the marker that sits to the right of this platform which pays tribute to those pioneers who used the Old Oregon Trail in order to bring the Oregon country into the United States, we would suggest that this new highway be dedicated to the future of Oregon, for which these people who used this Old Oregon Trail endured many hardships in order that you and I could participate in the development and the continuation of our way of life under the American flag. Thank you."

Mr. Fridley:

"Ladies and gentlemen, I'd like to thank you for coming here to participate with us in this highway dedication in recognition of the fine work of the Highway Department and, as I continue to express, the collaborating agencies at the local level, both the counties and the cities. I'd like at this time, before concluding this ceremony, to give particular recognition to the Chambers of Commerce which have co-operated with the State Highway Department's Travel Information Director in promoting the travel information program. I think that, as a result of this collaborative effort, which could not have been undertaken without the efforts of the Chambers of Commerce, we wouldn't have nearly as good a program as we do; and I'd like to publicly recognize the efforts and to thank you people for collaborating with us in that.

"One more thing before concluding this ceremony, I'd like to remind you of a fact, and it is this--that the State of Oregon leads the nation in the number of completed miles, percentagewise, in the United States. I think this is a record you should be proud of, for the simple reason that, as I stated before, construction of highways is not all science. A great many human problems are involved, and the local agencies do a great deal in helping us solve these problems.

"So again may I thank you, and this will conclude the ceremonies."

Form E-1—(Rev.)—

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending October 26, 1962

Section Deadmans Pass-Meacham

Kind of work Paving & Structures

Highway Old Ore. Trail County Umatilla

Section prefix 630-1081

Contractor Rogers Construction Co.

Contract number 5764

Date of contract July 28, 1960

Specified work days 140

Date work started August 9, 1960

Work days used 162

Project authorization $1,564,205.63

Exclusive of engineering $1,452,973.23

Per cent of time elapsed 115.7%

Estimated cost of completed project, exclusive of engineering $1,454,903.00

Estimated per cent ~~overrun~~ underrun 00.01%

Per cent of contract completed, based on estimated cost 100%

Engineering authorization $111,232.40

Engineering cost to date $109,082.31, 98.1%

Date project was completed September 12, 1962

ESTIMATED PER CENT COMPLETE

CLEARING	DRAINAGE	GRADING	STRUCTURES	BASE	OIL AND/OR PAVE.	MAT'L PROD.
100	100	100	100	100	100	100

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, etc.:

The Price Agreement for purchase of excess rock materials on this project was submitted to the La Grande, Division Office this week.

This will be the final report for this section unless further data is required.

OCT 29 1962
NOTED

Signed

Address Resident Engineer-Pendleton

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project		9.44			9.44
Miles partially completed					
Miles completed		9.44			9.44
Total estimated quantities (contract)	31,000 CY	473,000 Ton			74,800 Ton
Total quantities corrected to date	39,400 CY	510,600 Ton			91,445 Ton
Estimated quantities moved or placed to date	39,400 CY	510,600 Ton			91,445 Ton
Average daily quantities This week	0	0			0
Average daily quantities necessary to complete project on time	0	0			0
Number shifts per day	0	0			0
Hours per shift					
Average force on project for week					

Men

Supervision

Men and trucks under 3 tons

Men and trucks over 3 tons

Men and tractors

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Compaction rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday	Fair		
Tuesday	Fair		
Wednesday	Fair		
Thursday	Fair		
Friday	Pt. cloudy		
Saturday			

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Photos of Dedication Ceremonies at Emigrant Springs
September 20, 1962:

IDENTIFICATION:

1. Commission Chairman Glenn L. Jackson; Janet Bergen of La Grande, "Miss La Grande"; Brenda Bearchum of Adams, 1961's "Miss Indian America"; and Sheila Croghan of Baker, "Miss Baker County".

2. Commissioner Kenneth Fridley at speaker's rostrum during dedication ceremonies.

3. Commission Chairman Glenn L. Jackson; Commissioner Kenneth Fridley; Janet Bergen of La Grande; Brenda Bearchum of Adams; Commissioner David Simpson; and Sheila Croghan of Baker.

4. Commission Chairman Glenn L. Jackson at speaker's stand during dedication ceremonies.

5. Commission Chairman Glenn L. Jackson at speaker's stand during dedication ceremonies.

6. One of area's civic leaders at speaker's stand during dedication ceremonies.

7. One of area's civic leaders at speaker's stand during dedication ceremonies.

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October 11, 1962

Hon. Lloyd Rea
County Judge of Baker County
Baker, Oregon

Dear Judge Rea:

Re: Emigrant Springs Dedication Ceremonies

Doc Parson advised me that in a discussion with you it was indicated that some members of some of the county courts in the area were a little bit perturbed in that they were not invited to speak at this dedication ceremony.

We regret that we might have offended anyone, and especially the county courts, with whom we have had successful working relationships over a good many years. We are, however, faced with a problem of time in these dedication ceremonies. Consequently, we have assumed the following practice, which, in all previous dedication ceremonies, has been completely agreeable to not only county courts but legislators:

The Governor (or his representative) making the major address, the Mayor of one of the cities in the area speaking representing all the Mayors, and the President of the Chamber of Commerce from a different city in the area representing all the civic groups, with introductions of all persons on the platform being made by the Master of Ceremonies.

While the county governments are affected by the improvement of a highway, it has been our feeling that the cities which this improved facility links are much more affected, and this is the reason behind city representation speaking rather than county representation.

With a program such as outlined, it takes approximately 45 minutes from beginning to end. To extend beyond this time becomes boresome and tiring to those standing around watching and listening. Further, if you ask one legislator, you must ask all legislators to speak, and in certain instances if you ask one County Judge to speak it might be difficult to reach an agreement with the other county courts to let one person speak for all, so that, once started, where does one stop?

I hope that this explains what happened at Emigrant Springs and, more important, that it was not an intent on our part to be rude or that any of the courts were carelessly overlooked.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

Victor D. Wolfe
Administrative Assistant

VDW:mo

cc Glenn L. Jackson
Forrest Cooper
G. S. Paxson
A. F. Parson

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I-80N-6(19)[illegible]

5764

October 3, 1962

Oregon State Highway Commission

Gentlemen:

Work was completed September 12 on Contract 5764. The contract was with the Rogers Construction Company and was for paving and structures on the Deadmans Pass-Meacham Section of the Old Oregon Trail Highway in Umatilla County.

As the contractor has completed all work according to specification, I recommend that you accept the project effective October 2, 1962, and that you concur in this procedure at the Commission meeting on November 1.

It is assumed that if you have no objections to this action and you do not advise me to the contrary, I may consider the matter has your approval.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc Floyd Query
G. S. Paxson
R. L. Porter
V. D. Wolfe
L. H. Young
F. D. Morgan
C. H. Maison

Surety letter mailed
10/4/62

RLP:ajw:er

FORM E-30 50M 7-60 29395

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 1, 1962

SUBJECT: Acceptance of Contract

To: Mr. R. L. Porter
Assistant Highway Engineer

OFFICE

All work on the following contracts is satisfactorily completed. They are ready for acceptance by the State Highway Commission:

Contract No. 5764 with Rogers Construction Company for paving and structures on the Deadmans Pass-Meacham Section of the Old Oregon Trail Highway in Umatilla County, completed September 12, 1962.

Contract No. 6117 with Hughes & Dodd Company for grading and paving on the Lakeview (3rd Street South) Section, City Street, in Lake County, completed August 24, 1962.

L. H. Young

L. H. Young
Office Engineer

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OCT 2 1962
OFFICE OF
STATE HIGHWAY ENGINEER

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SEP 18 1962
FOR FILING

5764

September 17, 1962

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on Sept. 12, 1962, on Contract No. 5764, Deadmans Pass-Meacham Section, in Umatilla County, in connection with Federal-Aid Project Nos. I-80N-6(14)227 and I-80N-6(19)227.

We request that your office inspect the contract work and return a signed copy of this letter listing any conditions below which would prevent your final acceptance of the project.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. E. Young
Office Engineer

Bureau of Public Roads
Oregon Division Office Endorsement

Date: ________________________

Conditions noted on above date:

A. W. Parsons
Division Engineer

cc: H. S. Cox

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SEP 17 1962

FORM 2-30 30M 5-62 43908

FOR FILING

I 80N-6(19)227

5764

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem 10, Oregon
September 14, 1962

To: Floyd Query
Secretary
OFFICE

SUBJECT: Speed Zoning
Deadman's Pass-Meacham Section
Old Oregon Trail
I80N - Hwy. No. 6 - M.P. 226.98
to M.P. 239.29

You will recall that at its meeting of June 29, the State Highway Commission adopted a resolution establishing a speed zone on the Deadman's Pass-Meacham Section of the Old Oregon Trail between M.P. 226.98 and M.P. 239.29 in Umatilla County. The speed zone was to become effective when the highway was completed to Interstate standards and the signs installed.

This speed zone became effective at 11:00 a.m., on August 31, 1962.

F. B. Crandall
Traffic Engineer

VPJ:pk

Floyd —
I gave a copy to Johanna
C.H.

NOTED
C. W. HEAD

NOTED
FLOYD QUERY

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SEP 24 1962
FOR FILING

5764

September 11, 1962

Hon. Gordon W. Clarke, President
La Grande City Commission
La Grande, Oregon

(This letter also sent to
all persons on attached sheet)

Dear Mr. Clarke:

It is with great pride that the Oregon State Highway Commission prepares to dedicate the closing section of Interstate 80N between Emigrant Hill and La Grande, in the Blue Mountains east of Pendleton. This four-lane freeway replaces the old tortuous highway through this mountainous area.

On behalf of the Highway Commission, may I extend to you a cordial invitation to take part in these dedication ceremonies. The ceremonies will take place at Emigrant Springs State Park, 26 miles easterly of Pendleton. The time is September 20, 9 a.m., Pacific Standard Time.

So that you may be properly introduced, please advise as to whether you can or cannot be present.

Sincerely yours,

Forrest Cooper
State Highway Engineer

By

Victor D. Wolfe
Administrative Assistant

VDW:me

cc Forrest Cooper

A. H. Parsons BPR
Chas. F. Reynolds

Hon. William B. Jackson, Mayor
City of Baker
Baker, Oregon

Hon. Vernon Reed, Mayor
City of Ontario
Ontario, Oregon

Mr. James G. Grant, President
Ontario Chamber of Commerce
Ontario, Oregon

Mr. Gene Rose, President
Baker County Chamber of Commerce
Baker, Oregon

Mr. Henry Stoddard, President
Pendleton Chamber of Commerce
Pendleton, Oregon

Miss Vicki Kinzer
"Miss Centennial Queen"
Milton-Freewater
Oregon

Miss Brenda Bearchum
"Miss Indian America VIII"
Adams, Oregon

Miss Janet Bergen
"Miss La Grande"
c/o La Grande Chamber of Commerce
La Grande, Oregon

The following County Courts:

- Umatilla
- Union
- Baker
- Malheur
- Morrow

Miss Sheela Croghan
"Miss Baker"
c/o Danny Peters
KBKR Radio Station
Baker, Oregon

Miss Lily Stanishoff
"Miss Malheur County"
410 N. W. 2nd Street
Ontario, Oregon

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OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 24, 1962

SUBJECT: **Travel Times and Distances
Emigrant Hill to Oro Dell**

To:

MEMORANDUM TO THE FILES

The following information on travel times and distances from Emigrant Hill to Oro Dell on Interstate 80N was given to Office Engineering for use in the formal opening of the Deadman's Pass - Meacham Section by the Highway Commission:

From Emigrant Hill via the old route of Old Oregon Trail to Oro Dell is a distance of 35.17 miles.

From Emigrant Hill via the new route of Old Oregon Trail is a distance of 32.63 miles.

Travel time on the old route of Old Oregon Trail for passenger cars was 60 minutes.

Travel time on the new route of Old Oregon Trail for passenger cars is 33 minutes.

Savings in distance for the section is 2.54 miles.

Savings in time for the section is 27 minutes.

Travel times were furnished by G. L. Stein.

James C. Owens
Mileage Control Supervisor

JCO:dk
cc: Tom Edwards

NOTED
TOM EDWARDS

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AUG 3 1 1962
OFFICE OF
STATE HIGHWAY ENGINEER

5764

Salem, Oregon
April 24, 1962

Deadmans Pass-Meacham
Interstate 80N
Contract No. 5764

Mr. A. F. Parson
Division Engineer
State Highway Department
La Grande, Oregon

Reply is made to your letter of April 19, 1962 requesting that a seal be placed on pavement to be laid on subject project during the coming summer.

The placing of seals upon newly laid asphaltic concrete pavement was eliminated several years ago. I do not think that we should consider placing a seal upon this section until after the section has been subject to traffic for a considerable length of time and shows the necessity of a seal.

It might be advisable to adjust the asphaltic concrete pavement and the petroleum content to fit conditions and possibly eliminate the necessity of a seal at some later date. I suggest that you study this possibility.

F. D. Morgan
Construction Engineer

FDM:fp

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Salem, Oregon
April 24, 1962

Deadmans Pass-Meacham
Interstate 80N
Contract No. 5764

Mr. A. F. Parson
Division Engineer
State Highway Department
La Grande, Oregon

Reply is made to your letter of April 19, 1962 requesting that a seal be placed on pavement to be laid on subject project during the coming summer.

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It might be advisable to adjust the asphaltic concrete pavement and the petroleum content to fit conditions and possibly eliminate the necessity of a seal at some later date. I suggest that you study this possibility.

F. D. Morgan
Construction Engineer

FDM:fp

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NOTED
TOM EDWARDS

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE
La Grande, Oregon
April 19, 1962

SUBJECT: Deadmans Pass-Meacham
Old Oregon Trail Highway
Contract 5764

To:

Mr. F. D. Morgan
Construction Engineer
Salem

This letter will confirm our conversation relative to a seal to be placed on the subject section.

The section from Glover to Meacham which was placed three years ago was not sealed and is raveling and leaking quite badly. This has been a progressive thing that seemed to have been accelerated this past winter.

These projects are at a high elevation where we have extreme cold with thawing conditions frequently, water percolates into the AC freezing and resulting in excessive raveling.

As pointed out to you the Emigrant Hill Section, which was placed some seven years ago, was sealed, shows no raveling and very little indication of slickness. I would strongly recommend that we seal the project which is now underway.

I would like to have the laboratory give us the results of some of their test borings which I understand they recently made along with their recommendations for what should be done.

We plan this summer to emulsion seal the worst sections on the Glover-Meacham section.

A. F. Parson
Division Engineer

AFP:dj

cc: I. A. DeFrance
G. W. Harra
J. H. Walker

[illegible] Morgan 23 Apr 62. he will
Send test results

Baker
Please get lab results

CONSTRUCTION DIVISION
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APR 20 1962
NO. [illegible]

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SEP 25 1961

FOR FI

5764

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 22, 1961

SUBJECT: Deadmans Pass-Meacham Section
Contract No. 5764

To:

MEMO TO THE FILES

Ray Rogers called this date regarding the time required to construct A.C. shoulders in lieu of the oiled shoulders specified for the job. The A. C. shoulders are being done by Price Agreement and he was of the opinion that the A. C. shoulders would take longer to construct.

This was discussed with Mr. Cooper who assured him that full consideration would be given to this in evaluating the workdays required for the job and could justify an extension of time of any workdays required.

Tom Edwards
Construction Engineer

By L. H. Young

L. H. Young
Assistant Construction Engineer

LHY:fp

cc Forrest Cooper
A. F. Parson
John H. Walker

NOTED

RECEIVED
SEP 22 1961
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
SEP 21 1961
FOR FILING

I-80N-6(19)227
5764

UNITED STATES GOVERNMENT
Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
677 Cottage Street, N.E.
[illegible]

TO : Mr. W. C. Williams, State Highway Engineer
Salem, Oregon

DATE: September 19, 1961

FROM : C. G. Polk, Division Engineer
08-35.1 Salem, Oregon

SUBJECT: Oregon Project I-80N-6(19)227
Deadman's Pass-Meacham Section

Reference is to your letter of September [illegible], 1961 requesting our approval of the substitution of asphaltic paved shoulders in lieu of the designed plan of oiled shoulders for the subject project.

We will approve this substitution when submitted on the [illegible] Price Agreement form. It is understood that the asphaltic [illegible] shoulders will be at the contractor's [illegible]. It is understood that the substitute will not [illegible] original authorization.

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SEP 19 1961
FOR FILING

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

[illegible]
5764

September 18, 1961

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
477 Cottage Street, N.E.
Salem, Oregon

Shoulder Paving
Deadmans Pass-Meacham Section
Project I-80N-6(19)227
Old Oregon Trail Highway
Umatilla County

Dear Sir:

We hereby request your approval of a change on this project from oiled shoulders to paved shoulders. It is proposed to surface the shoulder area with a 2-inch lift of A.C. paving, which thickness is the same as the wearing (top) course of the main line paving.

The estimated cost of constructing oiled shoulders is $52,912.95. The estimated cost of constructing A.C. shoulders is $71,723.40, which indicates an increase in cost of $18,810.45 on this project. This would not cause an overrun of the original project authorization. The A.C. paving would be done at the unit bid price on the project.

This changed section would more nearly conform to our present standard section. It would also be possible to work much later in the season and thus increase the possibility of use of this section of road this year.

Very truly yours,

W. C. Williams
State Highway Engineer

By ORIGINAL SIGNED BY
L. H. YOUNG

L. H. Young
Asst. Construction Engineer

CHB:fp:jw

cc Forrest Cooper

RECEIVED
SEP 18 1961
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
[illegible]

FORM E-30 50M 3-61 94307

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 15, 1961

SUBJECT: Shoulder Paving
Deadmans Pass-Meacham Section
Old Oregon Trail Highway
Umatilla County

To:

Mr. Forrest Cooper
Deputy State Highway Engineer
OFFICE

A request has been received from the Resident and Division Engineers on this project to change from 0-11 to A.C. paved shoulders. This would increase the project cost on this item from $52,912.95 to $71,723.40, an increase of $18,810.45. A contingency fund of $6[illegible],568.23 covers this increase, so no overrun of the project authorization would be caused.

The paved shoulders would more nearly conform to our present standard cross section for this type of highway. Also, it would increase the possibility of opening this section of highway this year since paving can be done at a later date than oiling.

This has been discussed with Mr. Polk and Mr. Dec of the Bureau of Public Roads and neither objected to the change. Your approval is recommended.

A rough draft of a letter to the Bureau of Public Roads is attached.

CONSTRUCTION DIVISION
RECEIVED
SEP 18 1961
NOTED-- ☐ ☐ y ☐ ☐ ☐
CE ACE ACE COE

Tom Edwards
Construction Engineer

By L. H. Young
L. H. Young
Assistant Construction Engineer

CHB:fp

Enc.

APPROVED
Forrest Cooper
DEPUTY STATE HIGHWAY ENGINEER
9/15/61

RECEIVED
SEP 15 1961
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JUL 24 1961
FOR FILING

5764

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE
Salem, Oregon
July 21, 1961

SUBJECT: Daily Road User Costs - Deadman's Pass - Meacham Section - Old Oregon Trail and Burnt Hill - Brookings Section - Oregon Coast Highway.

To: Mr. Tom Edwards
Construction Engineer
OFFICE

In accordance with Mr. Edwin Pease's request, we are transmitting herewith one copy each of the daily road user costs analysis for the Deadman's Pass - Meacham Section of the Old Oregon Trail and the Burnt Hill - Brookings Section of the Oregon Coast Highway.

These two analyses are based on time and distance only.

These values were given to Mr. Pease by phone on July 20, 1961.

For F. B. Crandall
Traffic Engineer

GLS:dk
Attachments
cc: G. S. Paxson
Forrest Cooper

RECEIVED
JUL 24 1961
FOR FILING

5164

Road User Costs

OREGON STATE HIGHWAY DEPARTMENT
Traffic Engineering Division
Planning Survey Section

HIGHWAY PROJECT ANALYSIS
Old Oregon Trail
Deadman's Pass - Meacham
7 - 20 - 61

ITEM		ROUTES			
		Existing	Proposed		
I. DAILY ~~ANNUAL~~ VEH. OPERATION COSTS					
A. TIME ELEMENT COSTS					
a. Passenger Vehicles......	$	1,271	596		
b. Light trucks............	$	17	8		
c. Heavy trucks............	$	488	239		
d. Busses..................	$	11	5		
e. Total...................	$	1,787	848		
B. MILEAGE ELEMENT COSTS					
a. Dist. and Surf. Costs...	$	5,768	4,243		
b. Rise and Fall Costs.....	$	-----	-----		
c. Alignment Costs.........	$	-----	-----		
d. Traffic Stop Costs......	$	-----	-----		
e. Accident Costs..........	$	-----	-----		
f. Total...................	$	5,768	4,243		
TOTAL DAILY ~~ANNUAL~~ VEHICLE OPERATION COSTS ($A_e + B_f$).......	$	7,555	5,091		
II. DAILY ~~ANNUAL~~ HIGHWAY COSTS					
a. Capital Costs...........	$	-----	-----		
b. Maintenance Costs.......	$	-----	-----		
c. Operation Costs.........	$	-----	-----		
TOTAL DAILY ~~ANNUAL~~ HIGHWAY COSTS..	$	-----	-----		
III. DAILY ~~ANNUAL~~ ROAD USER COSTS (I + II).	$	7,555	5,091		

9

RECEIVED
JUL 13 1961
FOR FILING

I-80N-[illegible]

5-764

June 19, 1961

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
477 Cottage St. N. E.
Salem, Oregon

Dear Sir:

We are forwarding four copies of revised project agreement estimate for the Deadmans Pass-Meacham Section, Project No. I-80N-6(19)227.

The estimate has been revised to eliminate the signing work which was retained in program status under the above project. The signing work is being programmed as Project I-80N-6(21)227.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

RNC:lt

Oregon State Highway Department

Federal Aid
Project No. I-80N-6(19)227

DEADMANS PASS-MEACHAM SECTION OF THE

OLD OREGON TRAIL HIGHWAY IN UMATILLA COUNTY

(Revised project agreement estimate eliminating work retained in program status (signing reprogrammed as separate project). Not as a basis for modification of Project Agreement.)

Salem, Oregon, June 19, 1961

Type Code 6201
Roadway (Sta. 1132+40 thru Equation 1135+50.08=404+05.55 to Sta. 905+00)
(Contract No. 5764)

Drainage Excavation, Unclassified	20	cu. yds.	$ 3.00	$ 60.00
General Excavation, Unclassified	31,000	cu. yds.	0.50	15,500.00
18-inch Corrugated Metal Pipe	110	lin. ft.	4.00	440.00
Type 1 Fence	350	rods	5.00	1,750.00
Type 2 Fence	120	rods	6.50	780.00
16' x 48" Metal Gates	2	only	60.00	120.00
24' x 48" Metal Gates	1	only	100.00	100.00
Reconstruction of Type 2 Fence	200	rods	4.50	900.00
20' Cattle Guard	1	only	1,200.00	1,200.00
Metal Guard Rail	25,000	lin. ft.	2.27	56,750.00
Guide Posts, Type W-1	510	only	5.25	2,677.50
Guide Posts, Type Y-2	170	only	5.75	977.50
Guide Posts, Type Y-3	4	only	6.25	25.00
Metal Snow Fence	1,200	lin. ft.	4.50	5,400.00
Coarse Crushed Material in Base	400,000	tons	1.19	476,000.00
3/4" - 0 Material in Base	73,000	tons	1.25	91,250.00
Sprinkling	8,600	M-gals.	1.50	12,900.00
Preparation of Base	All	Required		2,000.00
3/4" - 0 Material in Binder Course	3,400	cu. yds.	2.30	7,820.00
Furnishing and Placing Aggregates	8,080	cu. yds.	2.50	20,200.00
MC-2 asphalt	550	tons	43.50	23,925.00
120-150 Asphalt	640	tons	42.50	27,200.00
RS-1 Asphalt	180	tons	44.00	7,920.00
Asphaltic Concrete Mixture	74,800	tons	3.00	224,400.00
Asphalt in Mixture	4,490	tons	34.00	152,660.00
Asphaltic Concrete Traffic Markers	400	lin. ft.	1.00	400.00
				$1,133,355.00
Flagging (57½% of Contractor's Cost)	All	Required		$ 2,500.00
	Subtotal			$1,135,855.00
	10% Engr. & Cont.			113,585.00
			Total	$1,249,440.00

Length of Roadway	9.437 Miles	
Length of 4 Structures.	0.109 Miles	(Exceptions)
Total Length	9.546 Miles	
Cost of Roadway Per Mile	$132,398.00	

Federal Funds	$1,130,000.00
State Funds	119,440.00
	$1,249,440.00

State Funds for Const: Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 529, laws 1939.

State Funds for Maint: Chap. 529, laws 1939.

Federal Aid
Project No. I-80N-6(19)227

Oregon State Highway Department

DEADMANS PASS-MEACHAM SECTION OF THE OLD OREGON TRAIL HIGHWAY IN UMATILLA COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, June 21, 1960

Type Code 6201
Roadway (Sta. 1132+40 thru Equa. 1135+50.08=404+05.55 to Sta. 905+00)

Drainage Excavation, Unclassified	20	cu. yds.	$3.00	$ 60.00
General Excavation, Unclassified	31,000	cu. yds.	0.40	12,400.00
18-inch Corrugated Metal Pipe	110	lin. ft.	5.00	550.00
Type 1 Fence	350	rods	5.50	1,925.00
Type 2 Fence	120	rods	7.00	840.00
16' x 48" Metal Gates	2	only	100.00	200.00
24' x 48" Metal Gates	1	only	150.00	150.00
Reconstruction of Type 2 Fence	200	rods	3.00	600.00
20' Cattle Guard	1	only	1,200.00	1,200.00
Metal Guard Rail	25,000	lin. ft.	2.75	68,750.00
Guide Posts, Type W-1	510	only	6.00	3,060.00
Guide Posts, Type Y-2	170	only	7.00	1,190.00
Guide Posts, Type Y-3	4	only	8.00	32.00
Metal Snow Fence	1,200	lin. ft.	4.50	5,400.00
Coarse Crushed Material in Base	400,000	tons	1.20	480,000.00
3/4" - 0 Material in Base	73,000	tons	1.30	94,900.00
Sprinkling	8,600	~~tons~~ M-Gal	3.00	25,800.00
Preparation of Base	All	Required		3,500.00
3/4" - 0 Material in Binder Course	3,400	cu. yds.	3.00	10,200.00
Furnishing and Placing Aggregates	8,080	cu. yds.	3.00	24,240.00
MC-2 Asphalt	550	tons	50.00	27,500.00
120-150 Asphalt	640	tons	45.00	28,800.00
RS-1 Asphalt	180	tons	50.00	9,000.00
Asphaltic Concrete Mixture	74,800	tons	3.20	239,360.00
Asphalt in Mixture	4,490	tons	38.50	172,865.00
Asphaltic Concrete Traffic Markers	400	lin. ft.	1.00	400.00
				$1,212,922.00
Flagging (57½% of Contractor's Cost)	All	Required		2,500.00
	Subtotal			$1,215,422.00
	10% Engr. & Cont.			121,542.00
		Total		$1,336,964.00

Length of Roadway	9.437 Miles
Length of 4 Structures	0.109 Mile (Exceptions)
Total Length	9.546 Miles
Cost of Roadway Per Mile	$141,672.56

Federal Funds	$1,203,000.00
State Funds	133,964.00
	$1,336,964.00

Work Retained in Program Status

	Total Cost	Federal Funds
Traffic Signs	$64,000.00	$57,000.00

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MAY 18 1961
FOR FILING
I-80N-6(19)227
5764

408 State Highway Building
Salem, Oregon

May 17, 1961

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

08-35.4-0

C. G. Polk, Division Engineer
Salem, Oregon

Oregon Project I-80N-6(19)227, Deadman's Pass-Meacham Section

The subject project has $150,560 retained in program status for signing which will be under a separate contract. Though we understand that you will probably let the signing contract in July with a reduced number of working days in order that it will be completed approximately at the same time as the paving under Contract No. 5764, we would prefer to have the signing contract under a separate agreement number. Your splitting of the programed project in accordance with procedures outlined in Paragraph 10c of PPM 21-1 would be appreciated.

NOTED

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OCT [illegible] 1960

FOR FILING

1-FEN 6 [illegible]
[illegible]
5764

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 11, 1960

SUBJECT: Assignment No. 901 - PMS

To: Mr. P. M. Stephenson
Assistant State Highway Engineer
BUILDING

902

Reference is made to Mrs. Raymond Anderson's letter of October 4th.

A copy of this letter was furnished the Right of Way Department. Mr. Moehring said it had to do with payment for fencing after the same had been constructed in a satisfactory manner. He is checking with the field to determine if this is so and they will then expedite payment to the Andersons for the fencing.

Tom Edwards
Construction Engineer

By L. H. Young
L. H. Young
Asst. Construction Engineer

LHY:jw

Attach.

cc Walter T. Wright

NOTED
P. M. STEPHENSON

Oct 4th 60

Oregon State Hi-way

PLEASE RETURN TO
P.M. STEPHENSON
FOR FILING

Dear Sirs,

I am writing you to tell You we have our fence Completed, now, we waited A until the Hi way was finished, was much easier for the Contractor to do his work. now we have a nice Hi way and Bridge, I called Mr Walker. And then called him the second time. he Said the fense was O.K. and he would let you know there. But we have Changed our address we get our mail on the Route 1 Box 324 A Pendleton. so perhaps you letter could of been returned to you. thanks to you.

Mr Mrs Raymond Anderson
Route 1 Box 324A
Pendleton
Oregon

RECEIVED
OCT 5 1960
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
SEP 30 1960
FOR FILING
I-80N-6(19)227
I-80N-6(14)227
5764

September 19, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 1 covering the State's share of flagging costs on the Deadmans Pass-Meacham Section of the Old Oregon Trail Highway in Umatilla County, Contract No. 5764, in connection with Federal Aid Project No. I-80N-6(14)227 & I-80N-6(19)227.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

DBP:sw

Encl.

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1960
FOR FILING

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

1-90N-6(14)227
1-90N-6(14) 227
5764

August 19, 1960

Rogers Const. Co.,
11760 NE Glisan Street
Portland 16
Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission:

> Contract #5764, awarded July 28, 1960, for paving-structures on Deadmans Pass-Meacham Section of the Old Oregon Trail in Umatilla County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

ds
Encl.

RECEIVED
AUG 16 1960
FOR FILING
I-80N-6(19)227
I-80N-6(14)227
5764

August 16, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was started on August 9, 1960, on Contract No. 5764, Deadmans Pass-Meacham Section, in Umatilla County, in connection with Federal Aid Project No. I-80N-6(14)227 and I-80N-6(19)227.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

DBP:cr

A

RECEIVED
AUG 10 1960
FOR FILING

I-80N-6(19)227

5764

Mr. W. C. Williams, State Highway Engineer
Salem, Oregon

July 28, 1960

C. G. Polk, Division Engineer
08-35.4-0 Salem, Oregon

Oregon Project I-80N-6(14)227

This is to advise of our prior verbal concurrence as of this date in award of Contract No. 5764 for Oregon Project I-80N-6(14)227, Deadman's Pass-Meacham Section of the Old Oregon Trail Highway, to Rogers' Construction Company of Portland, Oregon, low bidder in the total amount of $1,387,905.00 for this project and Project I-80N-6(19)227 at the July 28, 1960 bid opening.

Porter

NOTED
[illegible]

RECEIVED
[illegible] 1960
FOR FILING

I-80N-6(19)227
When replying, refer to
08-35.4-DA

5764

408 State Highway Building
Salem, Oregon

July 6, 1960

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Re: Oregon Project I-80N-6(19)227
Deadman's Pass-Meacham Section
Oregon Oregon Trail Highway

Dear Sir:

We have today approved P. S. and E. documents, subject project. This is to authorize your advertising for bids.

Concurrence in award of contract will be withheld pending notification that all rights-of-way have been acquired.

Very truly yours,

C. G. Polk
Division Engineer

Printer

FORM E-123-X 75M 1-60

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

RECEIVED
[illegible] 1960
FOR FIL

I 80N-6(19)227

5764

July 5, 1960

Mr. C. G. Polk, Division Engineer
Bureau of Public Roads
408 State Highway Building
Salem, Oregon

Re: Right of Way Status
Deadmans Pass-Meacham
Section
Paving and Grade
Separation Structures

Dear Sir:

Rights of way on this project are cleared, except for:

File No. 31243	Cunningham Sheep Company	$93
File No. 31244	Ross and Campbell	$25

Both files are in the hands of our Legal Division for condemnation, and filings should be made prior to July 15.

Very truly yours,

WALTER T. WRIGHT
Right of Way Engineer

WTW:ag

cc Mr. Forrest Cooper ✓
Mr. L. I. Lindas
Mr. R. L. Porter

FORM E-123-X 50M 6-59

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

RECEIVED
MAR 11 1960
FOR FILING
I-80N-6(19)227
5764

March 8, 1960

Mr. C. G. Polk, Division Engineer
U. S. Bureau of Public Roads
408 State Highway Building
Salem, Oregon

Re: Progress Voucher No. 2
Deadman's Pass-Meacham
Section
Old Oregon Trail Highway
Umatilla County
Project No. I-80N-6(15)227

Dear Mr. Polk:

This letter is in reply to your Statement of Items for Administrative Review dated March 4, 1960.

File No. 27917 - Kann. Negotiations on this file failed; and in preparing a recommendation for condemnation, the negotiating agent forwarded his own appraisal of value. This procedure is normal and is designed to protect an agent when he may be called upon during a trial to express an opinion of value.

Mr. Chatwood had expressed the opinion that the staff appraisal on the file was unrealistically low and had been asked to point out wherein that appraisal erred. His detailed appraisal was analyzed by our Appraisal Supervisor, who found that, in his opinion, the original appraisal was in error. It is our opinion that the Appraisal Supervisor, in his decision of reviewing and approving the Chatwood appraisal, embraced it as his own.

While there was nothing improper in the procedure followed by us, we are obviously in technical violation of Paragraph 4-i of PPM 21-4.1. If, in view of the additional background herein provided, you desire to carry ahead the citation listed, we can offer no further protest.

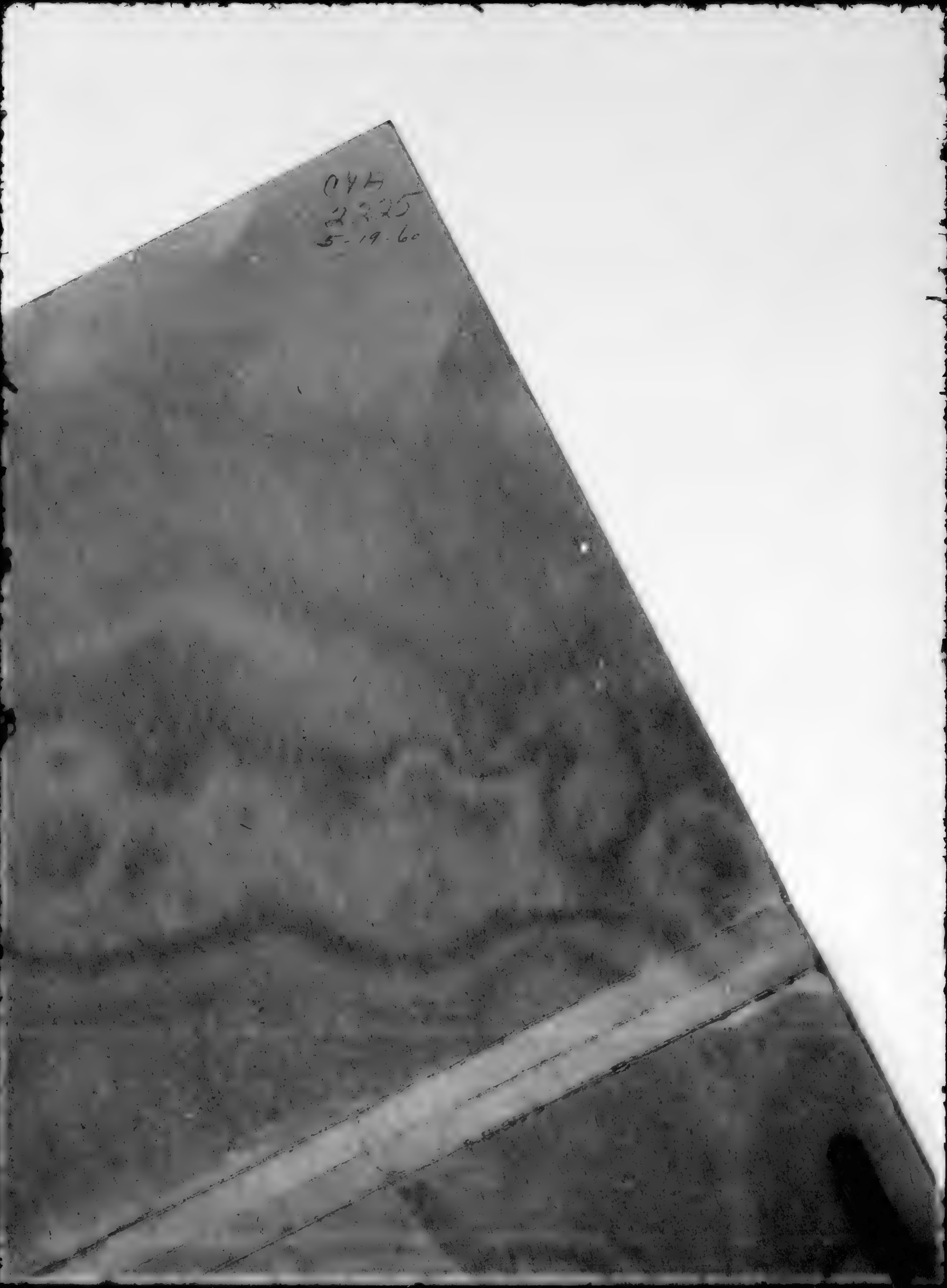
Very truly yours,

WALTER T. WRIGHT
Right of Way Engineer

RECEIVED
MAR - 9 1960
OFFICE OF
STATE HIGHWAY ENGINEER

cc Mr. W. C. Williams ✓
Mr. L. I. Lindas

F-183(13) Hillsboro-Reedville Sec. of 1960
Tualatin Valley Hwy. (Grad.,
#5765 Pav. & Br.) [redacted]



CYH
2325
5-19-60

RECEIVED
JUL 12 1963

FOR FILING

F-183(13)

[illegible]

477 Cottage Street, N.E.
Salem, Oregon

Mr. Forrest Cooper, State Highway Engr. July 10, 1963
Salem, Oregon

By:

A. W. Parsons, Division Engineer L. R. Backlund
08-35.5 Salem, Oregon Administrative Manager

Oregon Project F-183(13)
Hillsboro-Reedville Section - Tualatin Valley Hwy.
Voucher No. 11 - Final
Net Amount Claimed - $56,629.00

The subject voucher has been approved in the reduced amount of $55,874.00.

Items deducted are detailed in the attached schedule of exceptions.

Exceptions - Item #1	1,025.99
Item #2	164.28
Total deductions	1,190.27
Federal Aid Pro-rata Claimed	63.44%
Net deduction in even dollars	$ 755.00

The deduction relates to extra work orders 2 and 4. The basic source records prescribed by your procedures, the daily time sheets, could not be located with the final records. This was brought to the attention of the Construction Office Engineers who immediately requested the data from the resident engineer. The time sheets for Extra Work Orders 1, 3 & 5 were found.

Should the basic records be located, a reclaim may be presented in accordance with Instructional Memorandum 4-1-61.

Attachments

RECEIVED
JUL 11 1963
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
LLOYD P. SHAW

original To Young
with attach.
7-12-63

Contract 5765

RECEIVED
JAN 17 1963
FOR FILING

Monthly transaction number 1-59	For[illegible]-2A (5-[illegible]57) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	State **Oregon**
Project report number F-183 (13)	**MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT** 1-15-63	County **Washington**
5765		Project number **F-183(13)**

The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Engineer on **February 20**, 19**61**, is hereby modified as follows:

Revised estimated total cost of project $ **636,467.00**

Revised Federal funds $ **395,870.00**

Other revisions

All other terms and conditions of the Project Agreement will remain in full force and effect.

This modification is effective as of the **15** day of **January**, 19**63**.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By Lloyd P. Shaw

ASSISTANT ~~State Highway Engineer~~
(Title)

By

(Title)

By

(Title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

BXX ~~A. W. Parsons~~
Division Engineer

By: L. R. Backlund
L. R. Backlund
Administrative Manager

USComm-DC 11170

January 9, 1963

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

We are forwarding two copies of modification of project agreement, signed by a Highway official, for the Hillsboro-Reedville Section, Project No. F-183(13).

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

RMC:bb

RECEIVED
MAR 23 1962
FOR FILING

F-183(13)

5765

March 22, 1962

Mr. C. G. Polk, Division Engineer
U. S. Bureau of Public Roads
477 Cottage St. N. E.
Salem, Oregon

re: Hillsboro-Reedville
Oregon Project F-183(13)

Dear Mr. Polk:

Reference to your letter addressed to Mr. Forrest Cooper dated March 19, 1962, the seeding and mulching on the subject project was completed December 7, 1961.

The completion letter and Final Estimate is being forwarded today.

Delay in reporting the completion of the work was due to misplacement of the field report in our files.

Very truly yours,

Forrest Cooper
State Highway Engineer

By
L. H. Young
Office Engineer

LHY:lg

Contract 5765 2-20-61 T

RECEIVED
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Monthly Transaction No. 2-85	Form [illegible]-2 (9-1[illegible]) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	[illegible]te **Oregon**
		County **Washington**
Project Report No. F-183(13)	FEDERAL-AID PROJECT AGREEMENT	Project No. **F-183(13)**

5765

The State, through its Highway Department, having complied with the terms and conditions set forth in the Federal-Aid Road Act, approved July 11, 1916 (39 Stat. 355), as amended and supplemented, and in the Regulations issued pursuant thereto by the Secretary of Commerce, relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein.

Project termini **SR 8, Hillsboro to Reedville**

Project classification or class of work	Effective date of authorization	Approximate length *(Miles)*
Highway planning		
Preliminary engineering		
Rights-of-Way		
Construction	6-8-60	3.3
Other *(Specify)*		

FUNDS

Estimated total cost of project $ 628,225	Federal funds $ 382,000

The State further stipulates that pursuant to said Act and Regulations, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By
State Highway Engineer
(title)

By
(title)

By
(title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

By XX C. G. Polk
Division Engineer

By: R. C. Wright
Administrative Manager

Date executed by Division Engineer February 20, 1961

USComm-DC 40257

January 21, 1961

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding, under separate cover, four copies of estimate as a basis for project agreement for the Hillsboro-Reedville Section, Project No. F-183(13), and three copies of railroad agreement with the Southern Pacific Company covering easements on the above project.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

RNO:jb

Federal Aid
Project No. F-183(13)

Oregon State Highway Department

HILLSBORO-REEDVILLE SECTION OF THE

TUALATIN VALLEY HIGHWAY IN WASHINGTON COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, January 13, 1961

Type Code 6201
Roadway (Sta. 234+50 to Sta. 410+75)(Contract No. 5765)

Clearing and Grubbing	All	Required	$	$ 13,800.00
Removal of Catch Basins	4	only	10.00	40.00
Drainage Excavation, Unclassified	4,380	cu.yd.	2.75	12,045.00
Special Borrow Excavation, Unclassified	3,400	cu.yd.	0.85	2,890.00
General Excavation, Unclassified	59,600	cu.yd.	0.38	22,648.00
Short Overhaul	191,000	yd.sta.	0.015	2,865.00
Long Overhaul	5,900	C-yd.sta.	0.40	2,360.00
Finishing Roadbed and Slopes	3.30	mile	800.00	2,640.00
36-inch Arch Type Corrugated Metal Pipe	40	lin.ft.	11.00	440.00
43-inch Arch Type Corrugated Metal Pipe	260	lin.ft.	16.00	4,160.00
12-inch Concrete Pipe	680	lin.ft.	2.20	1,496.00
18-inch Concrete Pipe	240	lin.ft.	4.00	960.00
24-inch Concrete Pipe	110	lin.ft.	7.00	770.00
30-inch Concrete Pipe	56	lin.ft.	10.00	560.00
36-inch Concrete Pipe	66	lin.ft.	12.00	792.00
8-inch Sewer Pipe	1,010	lin.ft.	1.60	1,616.00
12-inch Sewer Pipe	1,850	lin.ft.	2.30	4,255.00
15-inch Sewer Pipe	960	lin.ft.	3.20	3,072.00
18-inch Sewer Pipe	3,220	lin.ft.	3.80	12,236.00
21-inch Sewer Pipe	1,300	lin.ft.	4.60	5,980.00
24-inch Sewer Pipe	1,200	lin.ft.	5.40	6,480.00
Extra for Pipe Under Pavement	550	lin.ft.	4.00	2,200.00
Concrete Manholes	22	only	200.00	4,400.00
Concrete Inlets, Type "G"	38	only	85.00	3,230.00
Adjustment of Manholes	11	only	45.00	495.00
Reconstruction of Manholes	4	only	160.00	640.00
Concrete Curbs	340	cu.yd.	32.50	11,050.00
Metal Guard Rail	140	lin.ft.	2.40	336.00
Guide Posts, Type "W-1"	190	only	6.75	1,282.50
Coarse Crushed Material in Base	91,400	ton	1.71	156,294.00
3/4" - 0 Material in Base	13,800	ton	1.76	24,288.00
Sprinkling	2,100	M-gal.	2.00	4,200.00
Preparation of Base	3.30	mile	165.00	544.50
3/4" - 0 Material in Binder Course	780	cu.yd.	3.00	2,340.00
Furnishing and Placing Aggregates	1,140	cu.yd.	3.40	3,876.00
RC-3 Asphalt	120	ton	34.00	4,080.00

120-150 Asphalt	90 ton	$32.00	$ 2,880.00
RS-1 Asphalt	32 ton	35.00	1,120.00
Extra for Oiling Approaches	28 only	25.00	700.00
Class "B" Asphaltic Concrete	18,700 ton	5.35	100,045.00
Extra for Paving Approaches	54 only	25.00	1,350.00
			$427,456.00
Flagging (57½% of Contractor's Cost)	All Required		2,000.00
Work by Aloha-Huber Water District	All Required		3,500.00
Seeding and Mulching	All Required		1,440.00
Signing Revision	All Required		200.00
Painted Traffic Markers	All Required		150.00
	Subtotal		$434,746.00
	10% Engr. & Cont.		43,474.00
	Total		$478,220.00

Type Code X081
Rock Creek Bridge (Br. #1754-A)(Sta. 338+18.5 to Sta. 340+28.5)(Contract No. 5765)

Removal of Old Bridge	All Required	$	$ 3,200.00
Furnish Prestressed Concrete Piling	6,965 lin.ft.	3.80	26,467.00
Drive Concrete Piles	126 only	80.00	10,080.00
Splice Concrete Piles	25 only	40.00	1,000.00
Class "A" Concrete (604 cu.yd.)	All Required		39,757.00
Metal Reinforcement (101,000 lb.)	All Required		12,625.00
42' Prestressed Concrete Beams	65 only	565.00	36,725.00
Metal Railing	435 lin.ft.	14.00	6,090.00
8-inch Metal Drain Pipe	85 lin.ft.	5.00	425.00
	Subtotal		$136,369.00
	10% Engr. & Cont.		13,636.00
	Total		$150,005.00

Length of Roadway - - - - - - - 3.297 Miles
Length of 1 Structure - - - - 0.040 Mile
Total Length- - - - - - - - - - 3.337 Miles
Cost of Roadway Per Mile- - - $145,047.01

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Roadway	$478,220.00	$291,000.00	$187,220.00
Structure	150,005.00	91,000.00	59,005.00
	$628,225.00	$382,000.00	$246,225.00

State Funds for Const.: Chap. 175, Laws 1917; Chap. 31, Laws 1920;
Chap. 529, Laws 1939.
State Funds for Maint.: Chap. 529, Laws 1939.

HILLSBORO-REEDVILLE SECTION

PROJECT NO. F-183(13)

Estimated costs of work by the Aloha-Huber Water District.

Material		$1,450.00
Labor		1,000.00
Equipment		1,100.00
		$3,550.00
	USE	$3,500.00

Oregon State Highway Department

Federal Aid
Project No. F-183(13)

HILLSBORO-REEDVILLE SECTION OF THE TUALATIN VALLEY HIGHWAY IN WASHINGTON COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, June 1, 1960

Type Code 6201
Roadway (Sta. 234+50 to Sta. 410+75)

Clearing and Grubbing	All	Required		$ 20,000.00
Removal of Catch Basins	4	only	$25.00	100.00
Drainage Excavation, Unclassified	4,380	cu.yds.	3.00	13,140.00
Special Borrow Excavation, Unclassified	3,400	cu.yds.	0.75	2,550.00
General Excavation, Unclassified	59,600	cu.yds.	0.55	32,780.00
Short Overhaul	191,000	yd.sta.	0.015	2,865.00
Long Overhaul	5,900	C-yd.sta.	0.40	2,360.00
Finishing Roadbed and Slopes	3.30	miles	1,000.00	3,300.00
36 Inch Arch Type Corrugated Metal Pipe	40	lin.ft.	14.00	560.00
43 Inch Arch Type Corrugated Metal Pipe	260	lin.ft.	16.50	4,290.00
12 Inch Concrete Pipe	680	lin.ft.	2.50	1,700.00
18 Inch Concrete Pipe	240	lin.ft.	4.50	1,080.00
24 Inch Concrete Pipe	110	lin.ft.	6.00	660.00
30 Inch Concrete Pipe	56	lin.ft.	8.00	448.00
36 Inch Concrete Pipe	66	lin.ft.	10.00	660.00
8 Inch Sewer Pipe	1,010	lin.ft.	2.00	2,020.00
12 Inch Sewer Pipe	1,850	lin.ft.	2.50	4,625.00
15 Inch Sewer Pipe	960	lin.ft.	3.25	3,120.00
18 Inch Sewer Pipe	3,220	lin.ft.	3.75	12,075.00
21 Inch Sewer Pipe	1,300	lin.ft.	4.50	5,850.00
24 Inch Sewer Pipe	1,200	lin.ft.	5.25	6,300.00
Extra for Pipe Under Pavement	550	lin.ft.	3.00	1,650.00
Concrete Manholes	22	only	275.00	6,050.00
Concrete Inlets, Type "G"	38	only	90.00	3,420.00
Adjustment of Manholes	11	only	75.00	825.00
Reconstruction of Manholes	4	only	150.00	600.00
Concrete Curbs	340	cu.yds.	42.00	14,280.00
Metal Guard Rail	140	lin.ft.	3.00	420.00
Guide Posts, Type "W-1"	190	only	6.00	1,140.00
Course Crushed Material in Base	91,400	tons	1.90	173,660.00
3/4" - 0 Material in Base	13,800	tons	2.00	27,600.00
Sprinkling	2,100	M-gal.	2.50	5,250.00
Preparation of Base	3.30	miles	400.00	1,320.00
3/4" - 0 Material in Binder Course	780	cu.yds.	4.00	3,120.00

Furnishing and Placing Aggregates	1,140 cu.yds.	$4.25	$ 4,845.00
RC-3 Asphalt	120 tons	42.00	5,040.00
120-150 Asphalt	90 tons	40.00	3,600.00
RS-1 Asphalt	32 tons	45.00	1,440.00
Extra for Oiling Approaches	28 only	30.00	840.00
Class "B" Asphaltic Concrete	18,700 tons	5.75	107,525.00
Extra for Paving Approaches	54 only	30.00	1,620.00
			$484,728.00
Flagging (57½% of Contractor's Cost)	All Required		2,000.00
Work by Aloha-Huber Water Dist.	All Required		2,500.00
Seeding and Mulching	All Required		1,440.00
Signing Revision	All Required		200.00
Painted Traffic Markers	All Required		150.00
	Subtotal		$491,018.00
	10% Engr. & Cont.		49,101.00
	Total		$540,119.00

Type Code X081

Rock Creek Bridge (Br. No. 1754-A)(Sta. 338+18.5 to Sta. 340+28.5)

Removal of Old Bridge	All Required		$ 3,000.00
Furnish Prestressed Concrete Piling	6,965 lin.ft.	$4.50	31,342.50
Drive Concrete Piles	126 only	70.00	8,820.00
Splice Concrete Piles	25 only	30.00	750.00
Class "A" Concrete (604 cu. yds. @ $65.00)	All Required		39,260.00
Metal Reinforcement (101,000 lbs.@ $0.13)	All Required		13,130.00
42' Prestressed Concrete Beams*	65 only	676.00	43,940.00
Metal Railing	435 lin.ft.	12.00	5,220.00
8 Inch Metal Drain Pipe	85 lin.ft.	4.00	340.00
	Subtotal		$145,802.50
	10% Engr. & Cont.		14,579.50
	Total		$160,382.00

Length of Roadway	3.297 miles
Length of 1 Structure	0.040 mile
Total Length	3.337 miles
Cost of Roadway per Mile	$163,821.35

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Roadway	$540,119.00	$329,000.00	$211,119.00
Structure	160,382.00	97,000.00	63,382.00
	$700,501.00	$426,000.00	$274,501.00

* Prestressed Beam Quantities

Overhead	$225.00
Metal Reinforcement 685 lbs. @ $0.125	85.63
Class "A-A" Concrete 4.1 cu. yds. @ $58.00	237.80
Prestressed Steel 283.5 lbs. @ $0.45	127.57
	$676.00

RECEIVED
MAR 20 1962

FOR FILING
F-183(13)
5765

FORM CD-121
(8-23-59)

UNITED ST ES GOVERNMENT

Memorandum

S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

477 Cottage Street, N.E.
Salem, Oregon

DATE: March 19, 1962

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

FROM : C. G. Polk, Division Engineer
08-35.4-DA(1) Salem, Oregon

By:
T. Dec T. Dec
Acting Division Engineer

SUBJECT: Oregon Project F-183(13)
Hillsboro-Reesville
Seeding and Mulching by State Force

Please advise as to the status of the seeding and mulching work on this project. Has all the work been performed or is more contemplated?

Copy To
Young
3-20-62

OFFICE
STATE [illegible]

RECEIVED
MAR. 1 1962
FOR FILING
F-12-(1)
5765

February 28, 1962

Federal Insurance Co.,
Bonding Department
417 Norton Bldg.,
Seattle 4, Washington

Gentlemen:

Your company appears as surety on the performance bond furnished with our contract #5765, awarded to Warren Northwest, Inc., for grading-paving-structure on the Hillsboro-Reedville Section of the Tualatin Valley Highway in Washington County.

This contract was completed on November 15, 1961, and was accepted by the Highway Commission on January 19, 1962. Final payment in the amount of $17,114.20 will be released to the contractor on or after March 7, 1962. The total contract amount is $573,443.06, of which amount $5,936.46 represents force account items.

No claims for labor or materials have been filed with us.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: Federal Insurance Co.,
Ward Cook-Rodgers Insurance Co. Inc.,
603 Panama Bldg.,
Portland, Oregon

cc: Warren Northwest, Inc.,
P. O. Box 5072
Portland, Oregon

Form E-1—(Rev.)-

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending December 9, 1961

Section Hillsboro-Reedville

Kind of work Grading, Paving&Structure

Highway Tualatin County Washington

Section prefix 34-1022

Contractor Warren Northwest, Inc.

Contract number 5765

Date of contract July 29, 1960

Specified work days 150

Date work started August 11, 1960

Work days used 150

Project authorization $641,379.58

Per cent of time elapsed 100 %

Exclusive of engineering $595,770.18

Estimated cost of completed project, exclusive of engineering $579,962.07

Estimated per cent ~~overrun or~~ underrun . . . . 1.5 %

Per cent of contract completed, based on estimated cost . . . . 100 %

Engineering authorization $45,609.20

Engineering cost to date $51,300, 113 %

Date project was completed November 15, 1961

ESTIMATED PER CENT COMPLETE

CLEARING	DRAINAGE	GRADING	STRUCTURES	BASE	OIL AND/OR PAVE.	MAT'L PROD.
		COMPLETED				

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, etc.:

Semi-Final Estimate and Supporting Data submitted to Division Office Monday December 4, 1961.

NOTED

CONSTRUCTION DIVISION
RECEIVED
DEC 12 1961
NOTED- CE ACE ACE COE

Signed Robert A Bottman

Address P. O. Box 282, Beaverton, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	3.34	3.34			3.34
Miles partially completed					
Miles completed	3.34	3.34			3.34
Total estimated quantities (contract)	63,000	105,200			18,700
Total quantities corrected to date	59,488	100,500			22,970
Estimated quantities moved or placed to date	59,488	100,500			22,970
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Men

Supervision

Men and trucks under 3 tons

Men and trucks over 3 tons

Men and tractors

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Compaction rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Overcast		
Monday	Rain		
Tuesday	Overcast		
Wednesday	"		
Thursday	"		
Friday	"		
Saturday			

RECEIVED
DEC 11 1961
FOR FILING

F-183 (13)

5765

December 8, 1961

Mr. A. W. Kilborn, Superintendent
Southern Pacific Co.
Union Station
Portland 9, Oregon

Dear Sir:

This is to advise you that work was completed November 15, 1961 on the Hillsboro-Reedville Section in Washington County, State Highway Contract No. 5765.

Agreement with your company is involved in connection with work on this project.

Very truly yours,

L. H. Young
Office Engineer

DBP:lt

cc: C. H. Maison

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FOR FILING

F-183(13)

5765

November 20, 1961

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on November 15, 1961, on Contract No. 5765, Hillsboro-Reedville Section, in Washington County, in connection with Federal Aid Project No. F-183(13).

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

DBP:jb

cc: H. S. Cox

RECEIVED
OCT 17 1961

FOR FILING

5765

477 Cottage St. N.E.
Salem, Oregon

October 13, 1961

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

C. G. Polk, Division Engineer
08-35.4-DA Salem, Oregon

By: M. E. Martin
Acting Division Engineer

Oregon Project F-183(13)
Hillsboro-Reedville Section

Reference is made to your letter dated October 11, 1961 concerning the substitution of asphaltic concrete pavement on the shoulder areas instead of the planned Oregon Type O-11 oil mat.

We concur in your decision that it would be hazardous, on this heavily traveled section, to leave loose, crushed stone surfacing materials on the shoulders through the winter season.

We therefore approve the change with the understanding that the increase in cost is estimated to be approximately $2,300. Federal participation in the additional cost is approved.

Orig. to Edwards

NOTED
FORREST COOPER

FORM E-123-X 50M 1-61

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

October 11, 1961

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
477 Cottage Street N.E.
Salem, Oregon

Hillsboro-Reedville Section
Contract No. 5765
F.A. No. F-183(13)

Dear Sir:

This project was contracted calling for oiled shoulders. As a consequence of the engineer's strike of this summer, the project was delayed to such an extent that we have no reliable oiling weather left this year. The suggestion that we leave the shoulders low and in a loose condition has been made and rejected. This portion of the Tualatin Valley Highway carries almost 9,000 vehicles per day and we feel that a stabilized shoulder is imperative for the safety of the traveling public.

We therefore request your approval of and participation in a change of shoulder treatment as follows: The 0-11 oil mat will be eliminated and 1 1/2 inches of asphalt concrete substituted.

Under the unit prices existing on this contract, the 0-11 oil mat would cost $6,756 and the 1 1/2 inches of asphalt concrete would cost $9,095 for a differential of $2,339.

May we have an immediate decision in this matter.

Very truly yours,

W. C. Williams
State Highway Engineer

By

F. B. Klaboe
Field Construction Engineer

RECEIVED
OCT 12 1961
OFFICE OF
STATE HIGHWAY ENGINEER

FBK:fp

cc Forrest Cooper ✓

RECEIVED
JUL 10 1961
~~FOR FILING~~

F-183(13)
5765

July 10, 1961

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 4 covering the removal of a danger tree on the Hillsboro - Reedville Section of the Tualatin Valley Highway in Washington County, Contract No. 5765, in connection with Federal Aid Project No. F-183(13).

This tree is located on the right of way line and the root system extends into the area occupied by the curb. In the process of excavating for curb construction, the roots on the side facing the highway were cut, reducing the stability of the tree.

The work has been verbally recommended for approval by the B.P.R. Highway Engineer.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

DBP:bm
Enc.

RECEIVED
MAR 16 1961
FOR FILING

F-183(13)

5765

March 16, 1961

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 2 covering salvaging and reinstalling 80 feet of 43" x 27" pipe arch and lining the ditches with quarry-run material on the Hillsboro-Reedville Section of the Tualatin Highway in Washington County, Contract No. 5765, in connection with Federal Aid Project No. F-183(13).

Extensive erosion took place after the installation of two approach pipes undermining them and causing them to settle, making it necessary to remove the pipes backfill with quarry-run rock and replace the pipes.

Also, to control future erosion and settlement of the pipes, it is necessary to line the ditches with quarry-run material.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

ga
CN:bb

Enc.

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DEC 21 1960
FOR FILING

7-193 (13)

5765

RAILROAD COMPANIES
FILE No. 33

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem Office
November 4, 1960

To: Mr. Earl F. Saling
Right of Way Office Manager
Office

SUBJECT: File No. 30524 - S. P. RR
Hillsboro-Reedville Section
Tualtain Valley Highway

I have reviewed the Southern Pacific Railroad map on the file and find that the easement conveying us a slope easement is forproperty contained in the 30 foot right of way of the Railroad. This form has previously been approved by J. W. DeSouza, Staff Attorney.

Therefore, it appears in order that the sum of $1,000 as agreed should be paid to the Southern Pacific Company for a slope easement falling within their Railroad right of way on their Tillamook Branch line between Reedville and Hillsboro.

James R. Kuhn
JAMES R. KUHN
Staff Attorney

JRK:jr

RECEIVED
OCT [illegible] 1960
FOR FILING
F-183 (13)
3765

October 7, 1960

Mr. W. C. Williams, State Highway Engineer
Salem, Oregon

C. G. Polk, Division Engineer
08-35.4-RA Salem, Oregon

Oregon Project F-183(3)
Hillsboro-Reedville Section, Tualatin River Highway
Order for State Force Work, Seeding and Mulching
Estimated Cost $1,440.00
Federal Participation $864.00

Reference is made to your letter dated October 4, 1960 concerning subject order.

We are approving the use of State Forces as being in the public interest in accordance with PPM 21-6.3 for the following reasons:

1. The contractor is neither properly equipped nor staffed to perform the work contemplated under the order.

2. The State has trained men and specialized equipment to perform the work most economically.

3. The amount of the work is too small to warrant a separate contract.

Reimbursement will be made on an actual cost basis.

Original
Porter

Form A-[illegible]

OREGON STATE HIGHWAY DEPARTMENT

Order for State Force Work

APPLYING TO CONTRACT PROJECTS

Order No. 2

Project Name Hillsboro-Reedsville Section

Date September 19, 19[illegible]

Highway Tualatin Valley Highway

Contract No. 5765 F. A. Project No. F-183(13)

County Washington

Prefix 34-1022 Account No. 224, 238

Description of Work To Be Done:

Seeding to grass, fertilizing and mulching to be done by state erosion control crews on cut and fill slopes throughout the project as protection against erosion and for roadside improvement.

Location by Station Numbers:

As required between Stations 234+50 and 410+75.

Estimate of Quantities and Costs:

9 acres Seeding & Fertilizing at $50/acre	$ 450
9 acres Mulching at $110/acre	990
	$1,440

Materials to be used per acre:

25 lbs. mixed grass seed
320 lbs. 10-16-8 fertilizer
2 tons grass straw

Explanation: State is equipped to perform work with specialized equipment with substantial savings of public funds. This work has not yet been done. Funds required are available in approved authorization.

OVER

INSTRUCTIONS

Submit a separate order for each piece or kind of state force work to be undertaken. Use the account number applying to that work as indicated in the account numbers assigned to state force work on contract jobs.

Five copies of the order are to be submitted to Salem. After approval by the Assistant State Highway Engineer, one copy will be sent to the Division Engineer and one copy to the Resident Engineer.

Project authorization	$ 641,379.38
Present estimate of project cost, including $ 1,440.00 for work under this order	$ 641,379.38
Expected under-run / over-run (amount)	$ None
Expected under-run / over-run (per cent)	None

Submitted by: /s/ James W. Cochell
Resident Engineer

Approval Recommended: /s/ L. H. Young
Construction Engineer or Bridge Engineer

Approval Recommended: /s/ E. S. Hunter
Assistant Division Engineer

Approved: /s/ R. L. Porter
Office ~~[illegible]~~ Engineer

This order does not constitute authority for expenditures until approved by the Deputy or Assistant State Highway Engineer.

State Printing

RECEIVED
OCT 5 - 1960
FOR FILING

F-193 (13)

5765

October 4, 1960

Mr. C. W. [illegible]
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for State Force Work No. 2, Account No. [illegible], covering seeding and mulching on the Hillsboro-Reedville Section of the Tualatin Valley Highway in Washington County, Contract No. 5765, in connection with Federal Aid Project No. F-193(13).

This work is necessary to control erosion on cut and fill slopes. The contractor is not equipped to do this work. The State has the necessary special equipment to do the work more economically than by separate contract.

Your approval of this order on actual cost basis under the provisions of PPM 21-4.3 is requested.

The total estimated amount of the order is $[illegible].00, with Federal participation of $[illegible].00.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

DBP:jb
Enc.

FORM E-123-X

COMMISSIONERS

M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

RECEIVED
EP [illegible] 1960
FOR FILING

F-183(13)
5745

W. C. WILLIAMS

September 23, 1960

Mr. C. G. Polk, Division Engineer
Bureau of Public Roads
406 State Highway Building
Salem, Oregon

Re: Your File No. 08-35.7
Project F-183(14)

Dear Sir:

This will reply to your letter of September 2, 1960, concerning the Hillsboro-Reedville Project.

We have undertaken land economic studies generally for the specific purpose of preparing the ground work, so that we may ultimately demand, from all appraisers, citations of comparable after-situations to support opinions of damage.

In the instance of this particular section, a brief economic study was made as an aid to our reviewing appraiser. Based on this study, he has rejected certain opinions of value on the line.

We have every intention of continuing to use this tool and on a broader basis. As you know, this approach is not yet generally accepted, nor a requirement in most areas. We are attempting to lead appraisers to it, rather than drive them to it, by such devices as making available to them land economic studies which are at hand and by stressing such studies at educational seminars conducted by the American Right of Way Association—sometimes in joint participation with State Highway Departments.

Very truly yours,

WALTER T. WRIGHT
Right of Way Engineer

cc Mr. W. C. Williams ✓
Mr. L. I. Lindas

RECEIVED
SEP 26 1960
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
AUG 22 1960
FOR FILING

7-183(13)

5765

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

August 19, 1960

Warren Northwest, Inc.,
P. O. Box 5072
Portland
Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission:

Contract #5765, awarded July 29, 1960,
for grading-paving-structure on the
Hillsboro-Reedville Section of the
Tualatin Valley Highway in Washington
County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

Encl.

RECEIVED
AUG 17 1960
FOR FILING

F-183 (13)
5765

August 16, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was started on August 11, 1960, on Contract No. 5765, Hillsboro-Reedville Section, in Washington County, in connection with Federal Aid Project No. F-183(13).

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

DBP:jb

RECEIVED
AUG 16 1960
FOR FILING

7-183 (13)

5765

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 16, 1960

SUBJECT: File No. 30524
S. P. Company Easement
Hillsboro-Reedville Section
Tualatin Valley Highway

To: Mr. Earl Saling
Right of Way Office Manager
Office

Herewith I hand you fully executed copy of agreement with Southern Pacific Company covering easement on the above titled project. After processing by you the instrument should be forwarded to Mr. Query for his records.

Please note that there is a consideration of $1,000 to be paid, and Mr. Williamson has requested that he be notified of the recording reference when the instrument is recorded. This matter is covered by Southern Pacific Company file 911/323 O-PD-60-4.

No distribution of copies of the easement has been made.

J. W. DeSOUZA
Assistant Counsel

JWD:ks
enc.

cc: Mr. H. M. Williamson
Chief Engineer
Southern Pacific Co.
Mr. G. S. Paxson
Mr. Floyd Query

NOTED
TO QUERY

RECEIVED
AUG 10 1960
FOR FILING

F-183(13)

5765

A

August 10, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 1 covering the State's share of flagging costs on the Hillsboro-Reedville Section of the Tualatin Valley Highway in Washington County, Contract No. 5765, in connection with Federal Aid Project No. F-183(13).

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

DBP:bb

Enc.

1

RECEIVED
AUG 2 - 1960
FOR FILING
F-183(13)

5765

August 2, 1960

Mr. A. W. Kilborn, Superintendent
Southern Pacific Company
Union Station
Portland 9, Oregon

Dear Sir:

We are mailing, under separate cover, a copy of our Contract No. 5765 with Warren Northwest, Inc., covering grading and paving work on the Hillsboro-Reedville Section of the Tualatin Valley Highway in Washington County.

This contract applies to the work described in our letter of transmittal, dated June 17, 1960, at which time we mailed you special provisions and plans for the above-named project.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

JWR:bb
cc: G. S. Paxson
J. W. DeSousa

Mr. H. H. Williamson, Chief Engr.
Southern Pacific Co.
65 Market St.
San Francisco 5, California

RECEIVED
[illegible] 1960
FOR FILING
F-183(13)
5765

Mr. W. C. Williams, State Highway Engineer
Salem, Oregon

July 29, 1960

C. G. Polk, Division Engineer
08-35.4-0 Salem, Oregon

Oregon Project F-183(13)

As requested in your letter of July 27, 1960, advising that all rights-of-way or rights-of-entry have been acquired for Oregon Project F-183(13), Hillsboro-Reedville Section, Tualatin Valley Highway, we hereby concur, as of this date, in award of Contract No., 5765 to Warren Northwest, Inc., of Portland, Oregon, low bidder in the amount of $563,825.00 at the June 30, 1960 bid opening.

Porter

NOTED
FORREST COOPER

RECEIVED
JUL 27 1960
FOR FILING
F-183(13)
3765

July 27, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Your concurrence as of July 29 is requested in the award of contract for grading, paving and structure on the Hillsboro-Reedville Section of the Tualatin Valley Highway in Washington County, Project No. F-183(13), to Warren Northwest, Inc. on the basis of the bid of $563,825.00 submitted on June 30, 1960.

All rights of way required for this contract are acquired, or are being acquired in condemnation proceedings which have been commenced and which will be prosecuted to completion.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

RLP:sw

FORM E-123-X

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

RECEIVED
1960
FOR FILING
F 913(13)
5765

July 26, 1960

Mr. H. M. Williamson
Chief Engineer
Southern Pacific Company
65 Market Street
San Francisco 5, California

Re: File No. 30524
S. P. Co. Easement
Hillsboro-Reedville Sec.
Tualatin Valley Highway

Dear Mr. Williamson:

Herewith I am returning to you duplicate counterparts of proposed agreement relative to easement for highway construction on the above titled project, your file 911/323 0-PD-60-4. Both copies have been executed and acknowledged by the State Highway Commission, and the instrument is dated July 25, 1960.

Yours very truly,

J. W. DeSOUZA
Assistant Counsel

JWD:ks
enc.

cc: G. S. Paxson
Tom Edwards
R. L. Porter

NOTED

RECEIVED
JUL 27 1960
OFFICE OF
STATE HIGHWAY ENGINEER

FORM E-129

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

RECEIVED
1960
FOR FILING

F-183(13)

2765

July 26, 1960

Portland General Electric Company
621 S. W. Alder Street
Portland 5, Oregon

Re: Portland Gen'l Electric Co.
Power Line Adjustments
Hillsboro-Reedville Sec.
Tualatin Valley Highway
Washington County

Gentlemen:

Bids on the above titled project were received on June 30, 1960, and certain of your facilities must be adjusted in order to accommodate the highway construction.

The work involves the moving of your power line along the southerly side of the highway between Highway Engineer's Stations 369 and 410. This line was placed on State Highway right of way under the terms of Permit No. 2944 dated October 19, 1948.

An additional 4-foot width of right of way for highway construction is being acquired from Southern Pacific Company along the southerly right of way line, and an agreement has been reached with Southern Pacific Company whereby you will be granted a license or easement to place your transmission line on this 4-foot strip, without monetary consideration. This is shown by a letter of July 14th from Mr. H. M. Williamson, Chief Engineer, Southern Pacific Company, to Mr. W. C. Williams, a copy of which I understand has been furnished to you.

Under the circumstances, it will be your obligation to make the change without reimbursement, except that, if Southern Pacific Company requires greater vertical clearances than normally would be required if the railroad were not involved, reimbursement will be made to you for the extra length of poles. This is in accordance with Policy and Procedure Memorandum No. 30-4 issued by the Bureau of Public Roads under date of December 31, 1957, a copy of which was sent to you by Mr. W. C. Williams, State Highway Engineer, on February 5, 1958.

If extra length poles are required and in order that we may comply with the federal regulations, it is requested that you submit a sketch map or maps, together with an estimate of the cost of the additional length of poles, in conformance with PPM 30-4. These should be sent to Mr. Tom Edwards, Construction Engineer, State Highway Building, Salem, Oregon. The State will then advise you of authority to proceed with the necessary work.

CONTINUED

For your information a set of instructions is attached hereto relative to billing under PPM 30-4.

Further details may be secured from Mr. James Cochell, 8210 S. E. 13th Street, Portland 2, who is resident engineer on the project.

Yours very truly,

J. W. DeSOUZA
Assistant Counsel

JWD:ks
enc.

cc: L. H. Young
Curt Baker (3)
A. E. Johnson
James Cochell
B. P. Huntley
G. W. Ross
C. H. Maison
G. S. Paxson
File R-30524

RECEIVED
JUL 27 1960
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
SEP - 6 1960
FOR FILING

F-123(13)

5765

AGENDA
AUG 18 1960
5d
5d

Salem, Oregon
July 25, 1960

File No. 30524
S.P. Company Easement
Hillsboro-Reedville Sec.
Tualatin Valley Highway

Mr. J. W. DeCousa
Assistant Counsel
Office

Attached are two copies of an agreement with the Southern Pacific Company coverint easement for right of way on the Hillsboro-Reedville Section of the Tualatin Valley Highway in Washington County. These copies have been executed by the State Highway Commission and are now ready for the signatures of the Officials of the Railroad Company.

When fully signed please return one copy to this office for the Commission's files.

Secretary

rn
Attach: 2

Confirmation

M

FORM E-30 50M 2-60 26119

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 19, 1960

SUBJECT: File No. 30524
S. P. Company Easement
Hillsboro-Reedville Sec.
Tualatin Valley Highway

To: Mr. Floyd Query

Herewith I hand you for execution and acknowledgment by the State Highway Commission proposed agreement with Southern Pacific Company covering easement for right of way on the above titled project. After execution and acknowledgment by the Commission, please return both copies direct to me for further handling.

Mr. Paxson calls attention to the fact that bids were received on this project at the last letting and it is important that the agreement be completed as soon as practicable. Therefore, it is requested that it be sent out to the Commissioners for signature, without waiting for the next formal meeting.

J. W. DeSouza
J. W. DeSOUZA
Assistant Counsel

JWD:ks
Attach.

cc: G. S. Paxson
Tom Edwards
R. L. Porter

To the Commission:
You have not approved this previously.
If you wish to sign it I will place it on the Aug 18 agenda for Confirmation
F. Query

RECEIVED
JUL 1? 1960
FOR FILING

F-183(13)

5765

R

Salem, Oregon
July 18, 1960

Mr. J. W. DeSouza

Herewith duplicate copies of an indenture permitting us entry upon the Southern Pacific Company's right of way for the Hillsboro-Reedville Section of the Tualatin Valley Highway in Washington County. Also attached is a copy of a letter from the Southern Pacific Company committing itself to permit the installation of Portland General Electric power line poles upon the easement which they are granting.

I am advising Mr. Edwards of the method of handling the P.G.E.'s easement and suggesting that Mr. Baker supply the P.G.E. with copies of the Southern Pacific Company's letter and start the necessary application by the P.G.E. for permit to construct the transmission line.

It would be appreciated if you would examine this and if approved, so endorsed and send it to the Highway Commission for execution. This is a project on which we received bids at the last letting, and the agreement should be completed as soon as practicable.

G. S. Paxson
Assistant State Highway Engineer

Attach.

cc to: Mr. Tom Edwards
Mr. R. L. Porter

GSP:ae

S-2708

Southern Pacific Company

65 MARKET STREET, SAN FRANCISCO 5, CALIFORNIA

IN REPLY PLEASE REFER TO

H. M. WILLIAMSON
CHIEF ENGINEER
R. C. NISSEN
ASSISTANT CHIEF ENGINEER
W. J. JONES
ENGINEER MAINTENANCE OF WAY AND STRUCTURES
G. J. LYON
ASST. ENGINEER MAINTENANCE OF WAY AND STRUCTURES
A. D. DeMOSS
ASST. ENGINEER MAINTENANCE OF WAY AND STRUCTURES

July 14, 1960

911/323
0-PD-60-4

Mr. W. C. Williams
State Highway Engineer
State of Oregon
State Highway Department
Salem, Oregon

Attention: Mr. G. S. Paxson
Ass't. State Highway Engineer

Dear Mr. Williams:

Please refer to your letter of July 8, with which you returned the duplicate counterparts of proposed indenture granting the State an easement for reconstruction of the Tualatin Valley Highway between Hillsboro and Reedville.

We would much prefer to handle this occupancy of our right of way with Portland General Electric Company by the granting of the necessary right of way direct to the Utility Company instead of revising the proposed indenture to permit the State to grant such right of way. This letter will serve as a commitment on behalf of our company to grant direct to the Portland General Electric Company a right of way on our usual terms, terminable upon abandonment, without monetary consideration. If the Utility Company would accept such right of way on a license agreement basis, we would prefer this but if they insist upon an easement we will grant it to them.

We are returning herewith the duplicate counterparts of the proposed indenture to the State with a recommendation that you arrange for execution. We would also suggest that you have the Portland General Electric Company submit the usual application, together with plans of its proposed construction on our right of way with advice as to whether they prefer that this be covered by a license agreement or easement. Please ask that this application be submitted to Mr. Kilborn's Office who will arrange for further handling.

Yours truly,

H M Williamson

Enc.

RECEIVED
JUL 18 1960
OREGON
STATE HIGHWAY COMMISSION

[illegible]
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JUL 1960
FOR FILING

When replying, refer to:
08-35.5
F 183(13)

5715

408 State Highway Bldg.
Salem, Oregon

July 13, 1960

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Attention: Mr. R. L. Porter

Re: Utility adjustment
Aloha-Huber Water District
Hillsboro-Reedville Sec.
Tualatin Valley Highway
Washington County
Project No. F-183(13)

Dear Sir:

Reference is made to your letter of July 7, 1960.

We hereby approve the agreement evidenced by the exchange of letters between the State and the utility company dated June 21, 1960 and July 5, 1960, regarding the adjustment of facilities of the referenced utility company.

Authorization to proceed with the work is granted as of July 7, 1960. Approval is subject to the provisions of PPM 30-4.

Very truly yours,

C. G. Polk
Division Engineer

NOTED
FORREST COOPER

RECEIVED
JUL 11 1960
FOR FILING

July 8, 1960

Mr. H. M. Williamson
Chief Engineer
Southern Pacific Company
65 Market Street
San Francisco 5, California

Re: Hillsboro-Reedville Section
Tualatin Valley Highway

Dear Sir:

I have your letter of July 7 to which were attached the duplicate counterparts of the proposed indentures granting an easement for the construction of our highway in this section. I had previously written your Portland office concerning the restriction against installation of electric power poles on the encroachment. Our letters crossed in the mail.

The Portland General Electric Company has a power line carrying two 3-phase circuits, the top circuit 22,000 volts and the lower circuit 12,000 volts. On the opposite side of the road is a telephone line which cannot be overbuilt with these voltages. Our curb line on the railroad side is at the right-of-way line and to carry this power line through the section, would require that the poles be placed in the 4-foot easement which you offer to grant us.

In discussing this matter with your Portland office, I understand that I am to return the indentures, and that an additional paragraph modifying Paragraph 5 of the indentures will be added, which will permit the placing of poles within the section between your Stations 987+87 and 1030+60, which is Parcel No. 3 of the descriptions attached to the indentures. I understand further that any overhang of the crossarms or wires toward your track from the 4-foot easement line must be high enough to satisfy I.C.C. regulations for the voltages carried. I further understand that 22,000-volt lines will require at least 30 feet of clearance above top of rail.

I appreciate the way in which you have expedited the preparation of the indentures and apologise for the necessity for the addition of this matter of pole replacement. This came up subsequent to our past correspondence regarding the matter. I am returning herewith the indentures which you sent me.

Very truly yours,

W. C. Williams
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

Attach.

GSP:ae

cc to: Mr. A. W. Kilborn
Mr. W. C. Williams
Mr. Tom Edwards
Mr. Walter T. Wright

RECEIVED
JUL - 3 1960
FOR FILING

July 7, 1960

Hillsboro-Reedville Sec.
Tualatin Valley Highway
Washington County
Project No. F-113(13)

Mr. G. O. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are submitting herewith the following data in connection with adjustment of the Aloha-Huber Water District facilities on the subject project:

1. Two copies of Assistant Counsel's letter which establishes the obligation of the State to reimburse the Company for a portion of the adjustments.

2. Two copies of the Water District's estimate for adjusting the reimbursable portion of its facilities.

3. Two copies of the sketch prepared by the District showing how the adjustments are to be made.

Your approval of the agreement between the State and Water District and authorization to proceed with the work as of this date under the provisions of PPM 30-3 are requested.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

DBP:jb

RECEIVED
FOR

F-183(13)
5765

7-6F
S-2708
Southern Pacific Company
65 MARKET STREET, SAN FRANCISCO 5, CALIFORNIA
IN REPLY PLEASE REFER TO

H. M. WILLIAMSON
CHIEF ENGINEER
R. C. NISSEN
ASSISTANT CHIEF ENGINEER
W. J. JONES
ENGINEER MAINTENANCE OF WAY AND STRUCTURES
G. J. LYON
ASST. ENGINEER MAINTENANCE OF WAY AND STRUCTURES
A. D. DeMOSS
ASST. ENGINEER MAINTENANCE OF WAY AND STRUCTURES

July 7, 1960

911/323
0-PD-60-4

VIA AIR MAIL

Mr. W. C. Williams
State Highway Engineer
State of Oregon
State Highway Department
Salem, Oregon

Attention: Mr. G. S. Paxson, Ass't. State Highway Engr.

Dear Sir:

In connection with your project for the reconstruction of a portion of the Tualatin Valley Highway between Hillsboro and Reedville, we are enclosing herewith duplicate counterparts of proposed indenture between our company and State of Oregon granting the State an easement for the construction and maintenance of highway slopes and retaining walls on three parcels of property.

If you find the easement satisfactory, will you please arrange for execution on behalf of the State, thereafter returning both counterparts to us for similar attention. Mr. John K. Scott's letter of June 9 to our Mr. A. W. Kilborn expresses concurrence in the proposed consideration of $1,000 for this easement. When we return the State's fully executed counterpart of the enclosed document we will request that a voucher in this amount be sent to us.

Also attached is print of Southern Pacific Company Portland Divn. Dwg. F-618, revised May 10, on which the easement covered by the enclosed document is illustrated by yellow tint. This print also illustrates by blue tint certain areas required by the State to facilitate construction of the improvements to be located on the easement areas. This letter will express the consent of Southern Pacific Company for the State, its agents and contractors to enter upon the areas shown in blue tint for the purpose of constructing the improvements on the adjacent areas shown in yellow tint. This permission is to terminate concurrently with completion of the State's construction contract.

This permission is also granted upon the condition that the State is to reimburse Southern Pacific Company for all expenses incurred by it in connection with the State's project. It is also conditioned on the State's awarded contract containing the same terms and conditions with respect to the Contractor's Relations with the Railroad and Railroad Protective Insurance as are included in the copy of the Special Provisions for highway construction which was furnished with your letter of June 17.

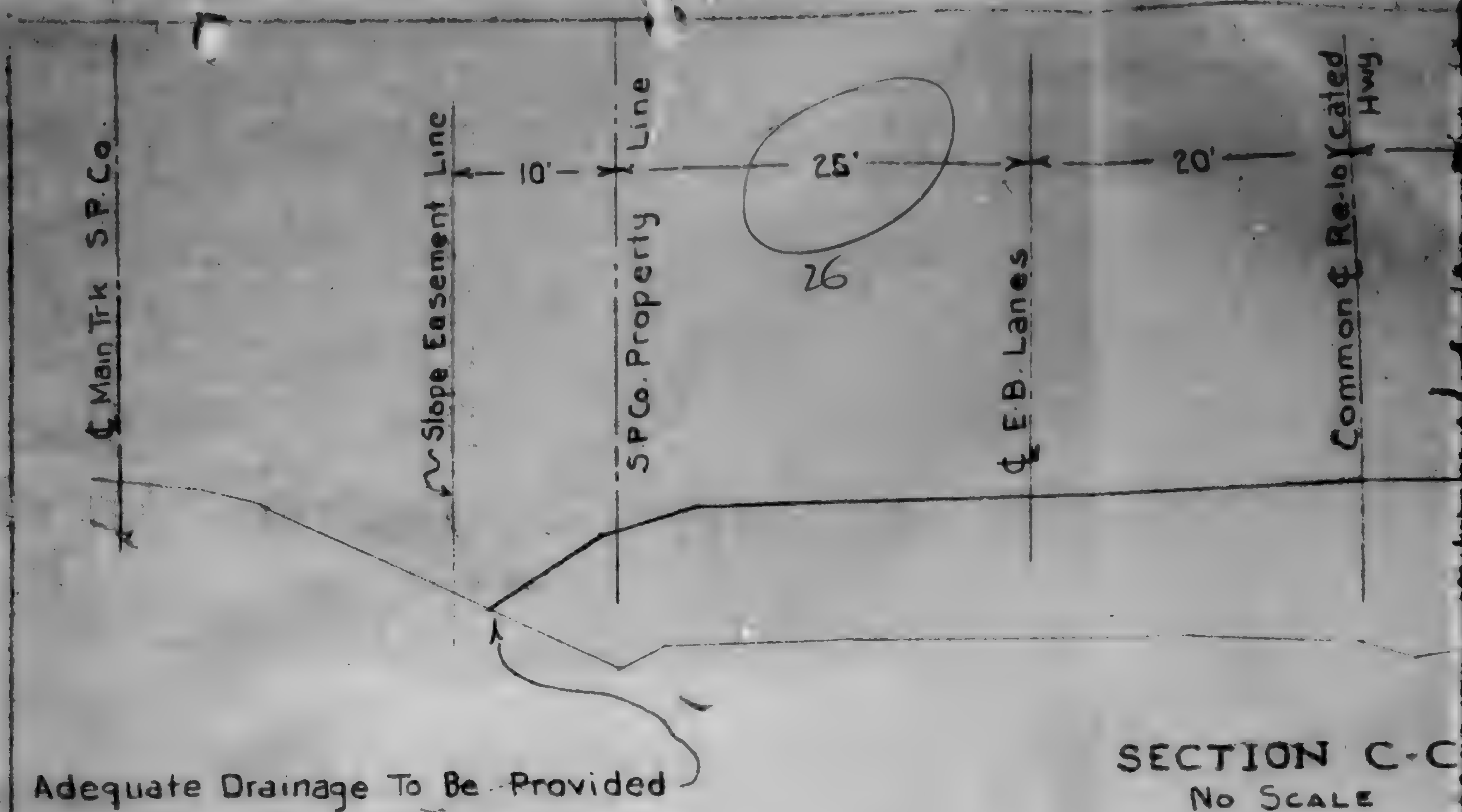
Yours truly,

HM Williamson

Enc.

cc: Mr. John K. Scott
Right of Way Agent

RECEIVED
JUL 8 1960
OREGON
STATE HIGHWAY COMMISSION



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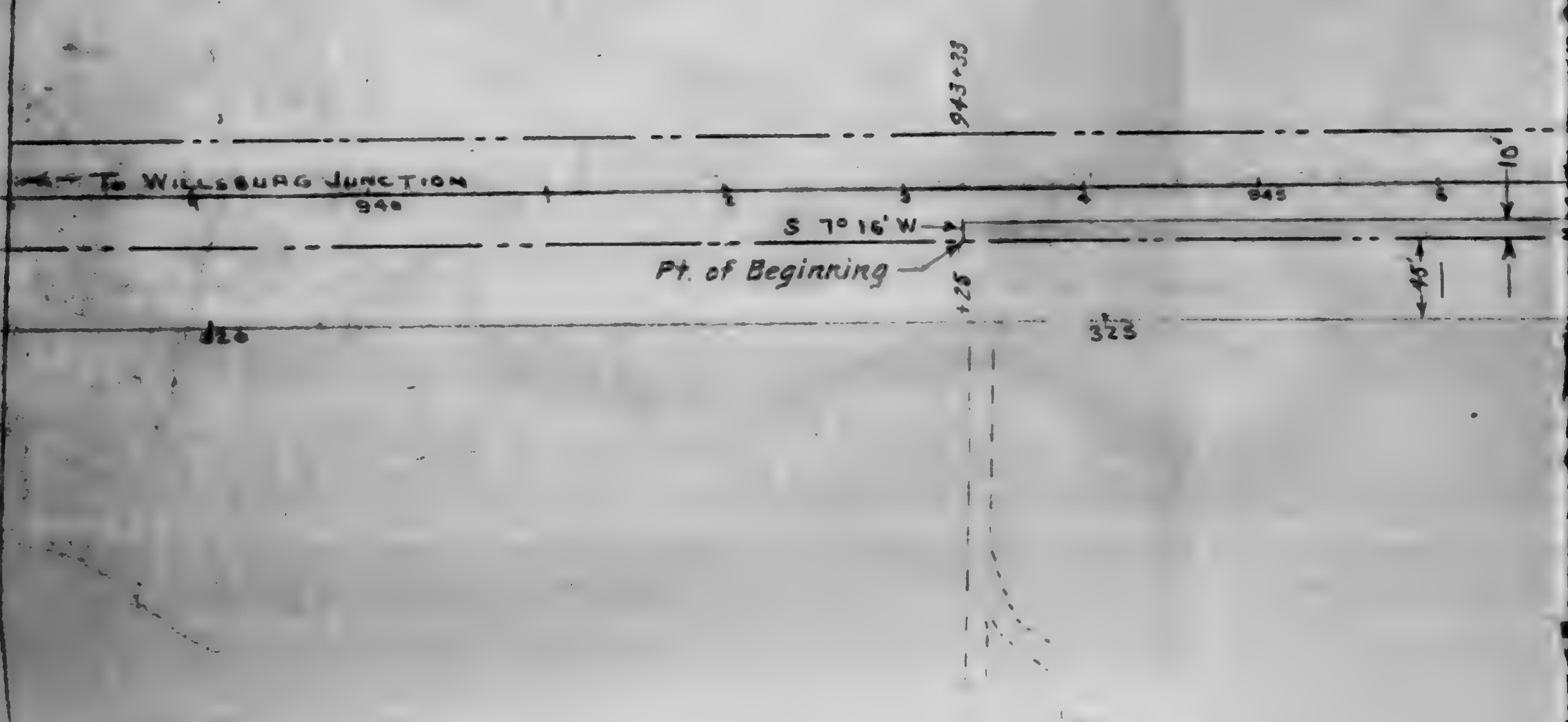

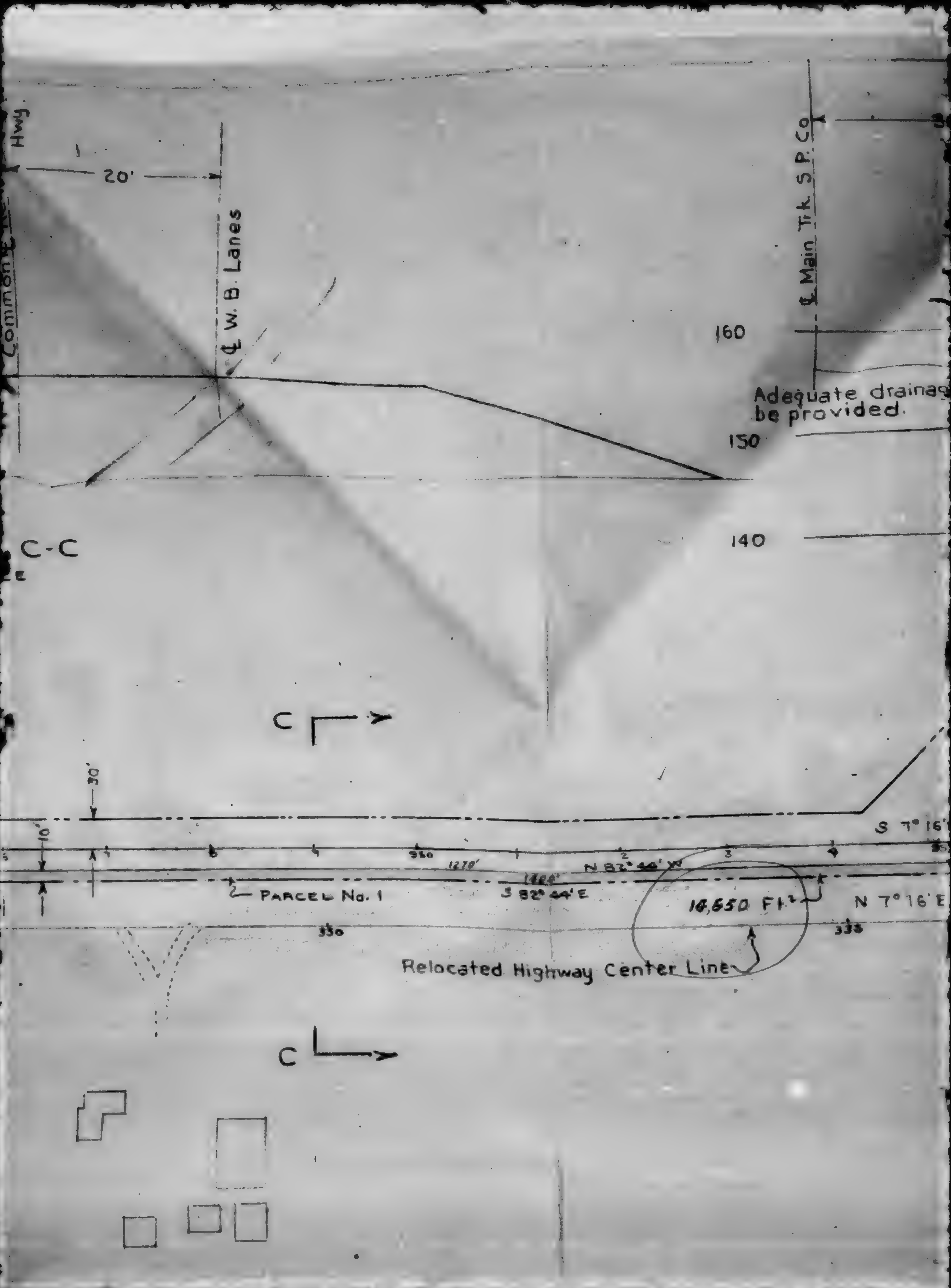
Hwy.
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Relocated Highway Center Line
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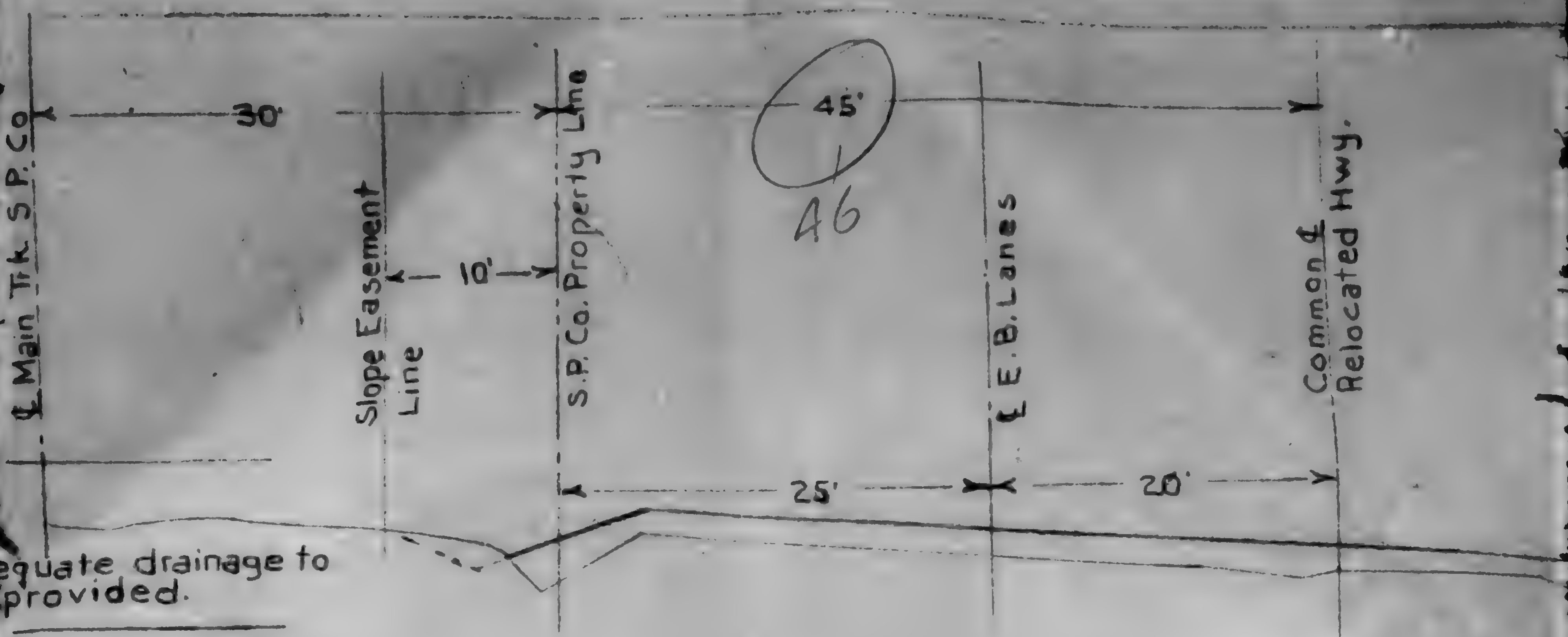
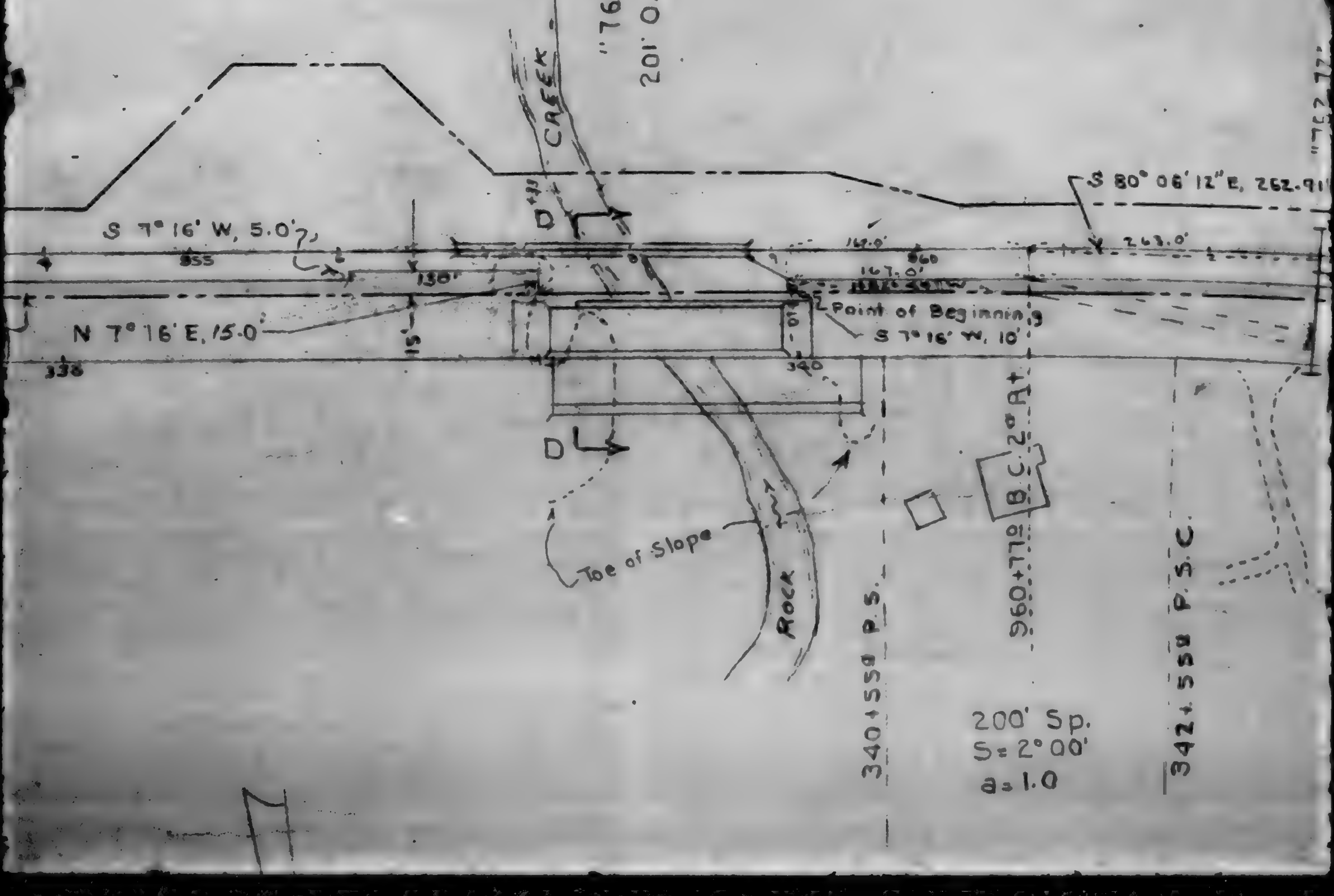
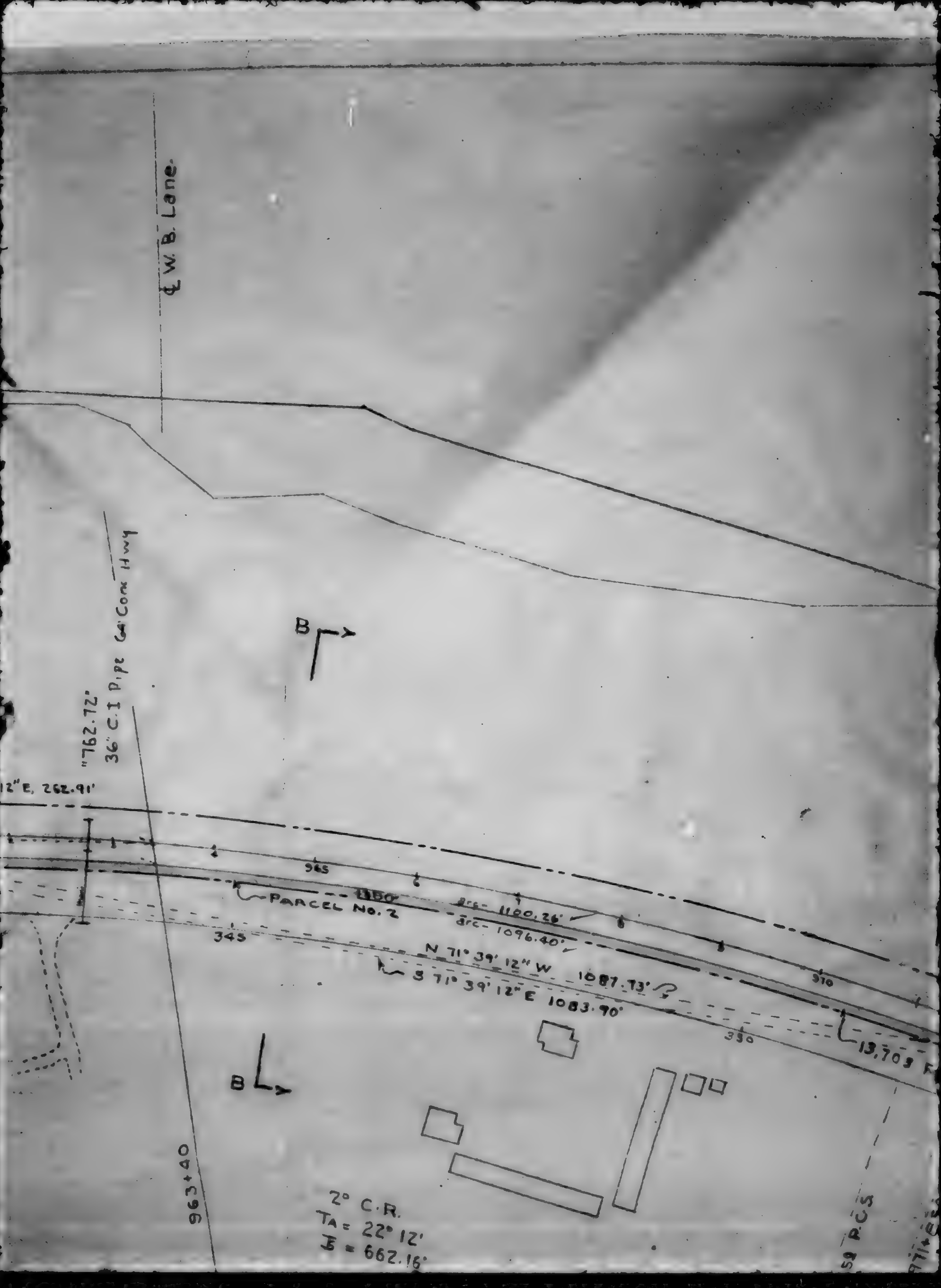
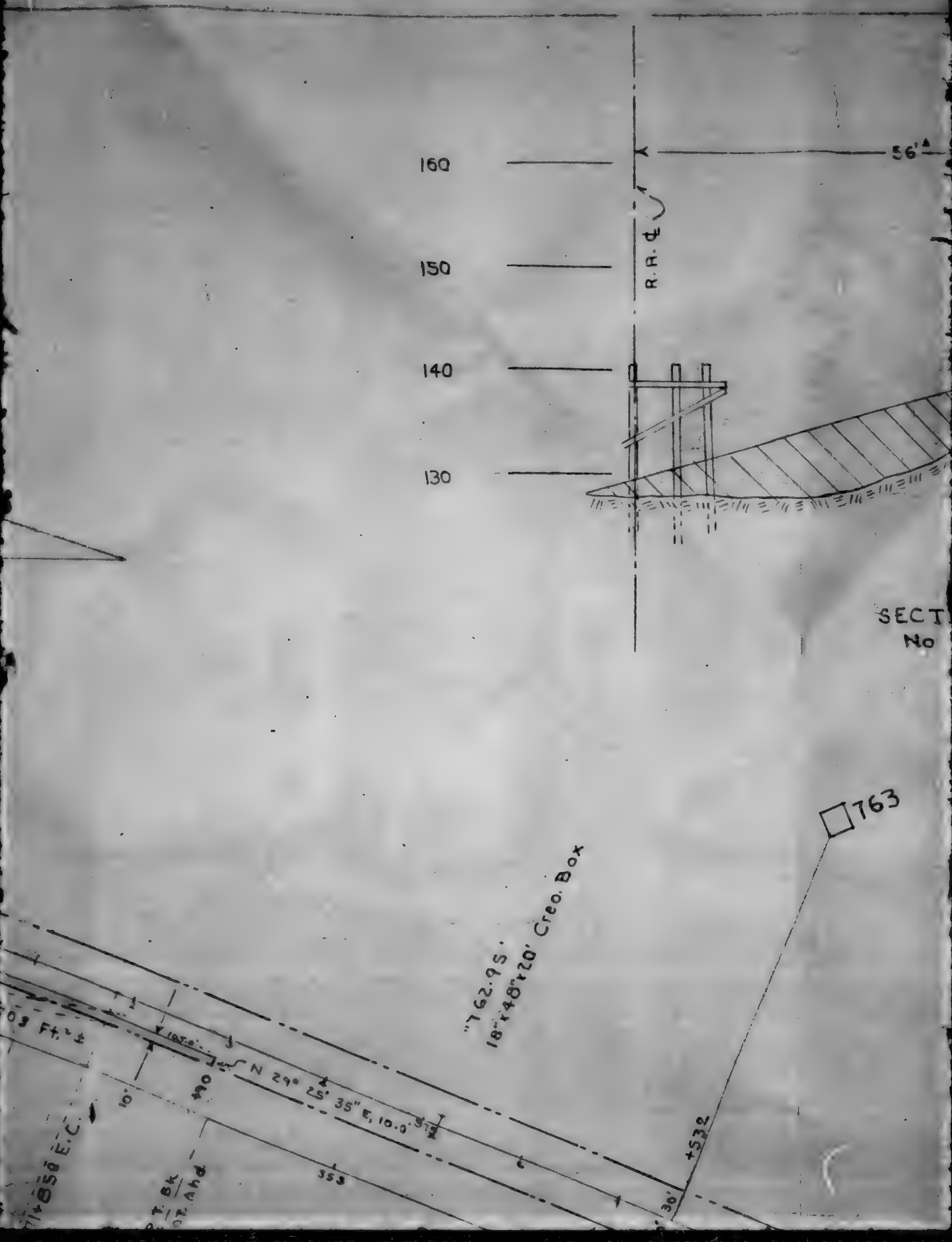


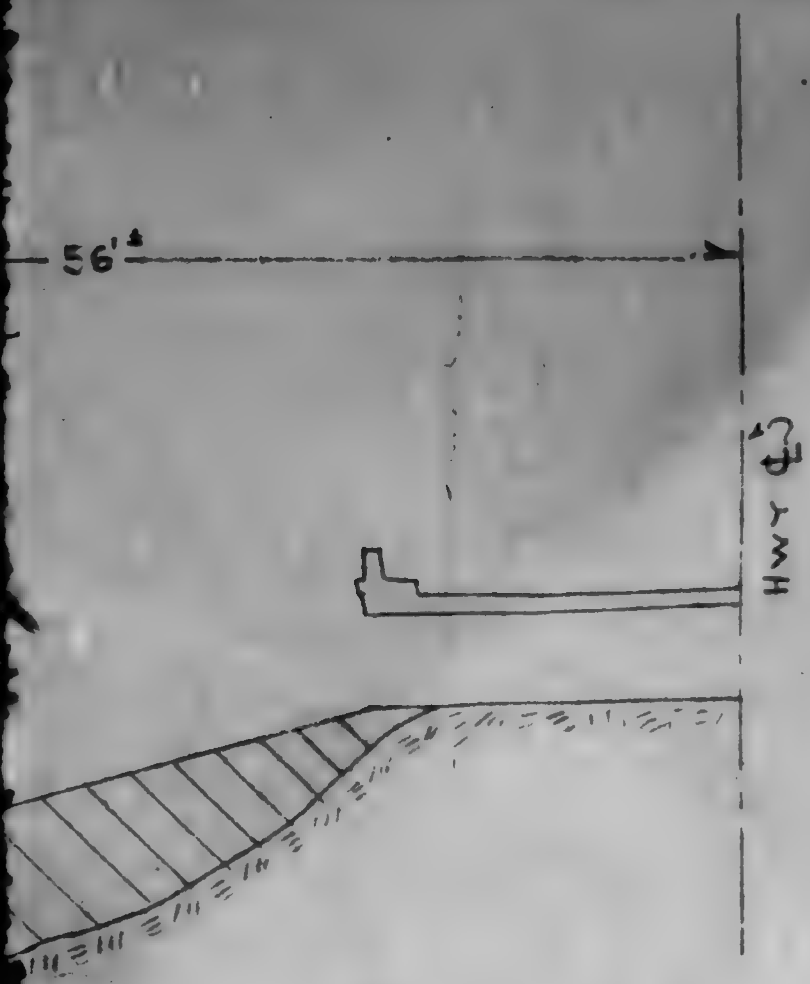
equate drainage to
provided.

SECTION B-B
No Scale



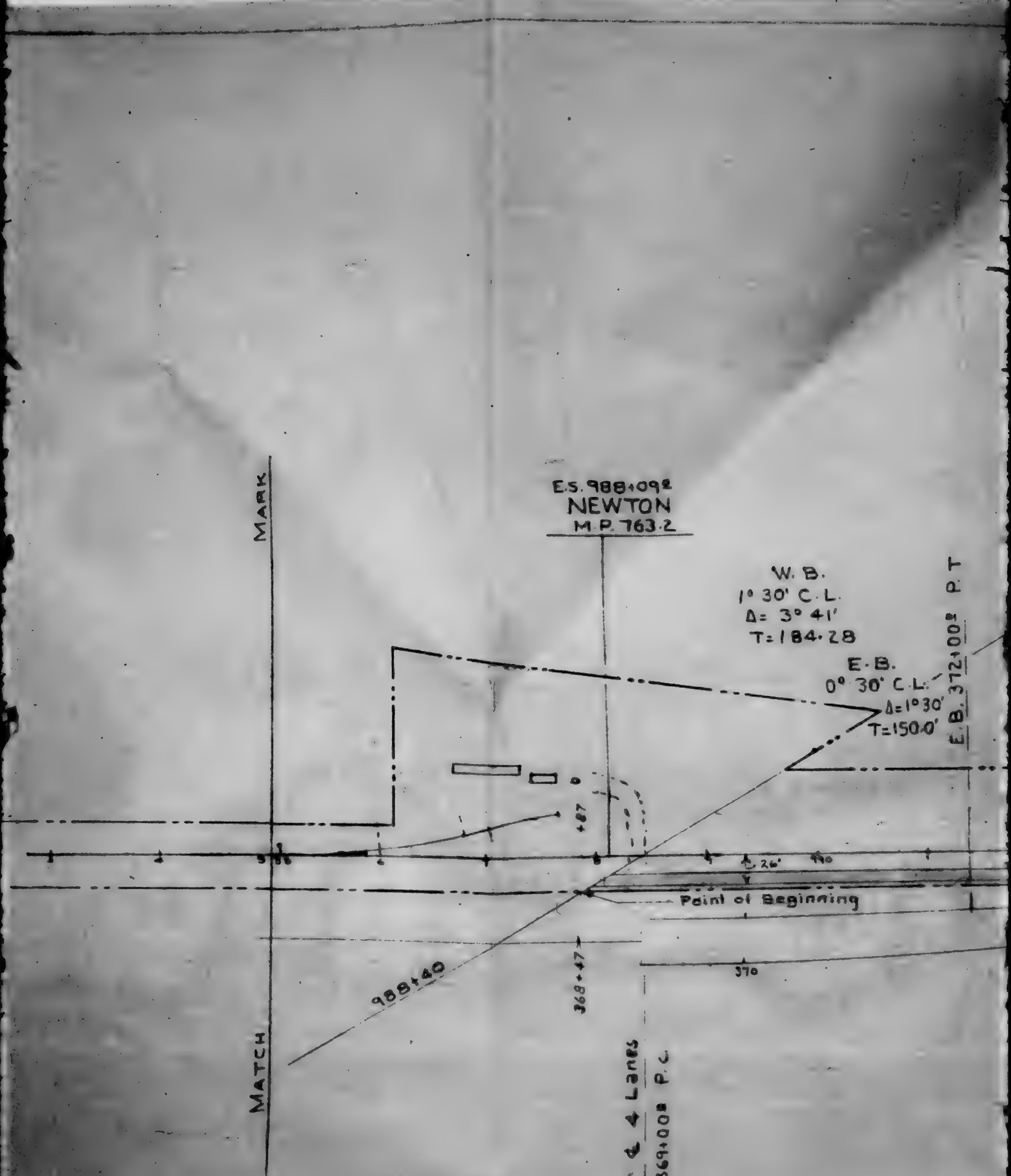

℄ W. B. Lane
"762.72'
36" C.I. Pipe Ga. Con. Hwy
12" E, 262.91'
B
965
350
PARCEL NO. 2
arc- 1100.26'
arc- 1096.40'
345
N 71° 39' 12" W 1087.73'
S 71° 39' 12" E 1083.90'
970
330
13,703 F
B
963+40
2° C.R.
TA = 22° 12'
E = 662.16'
59 P.C.S.
971+

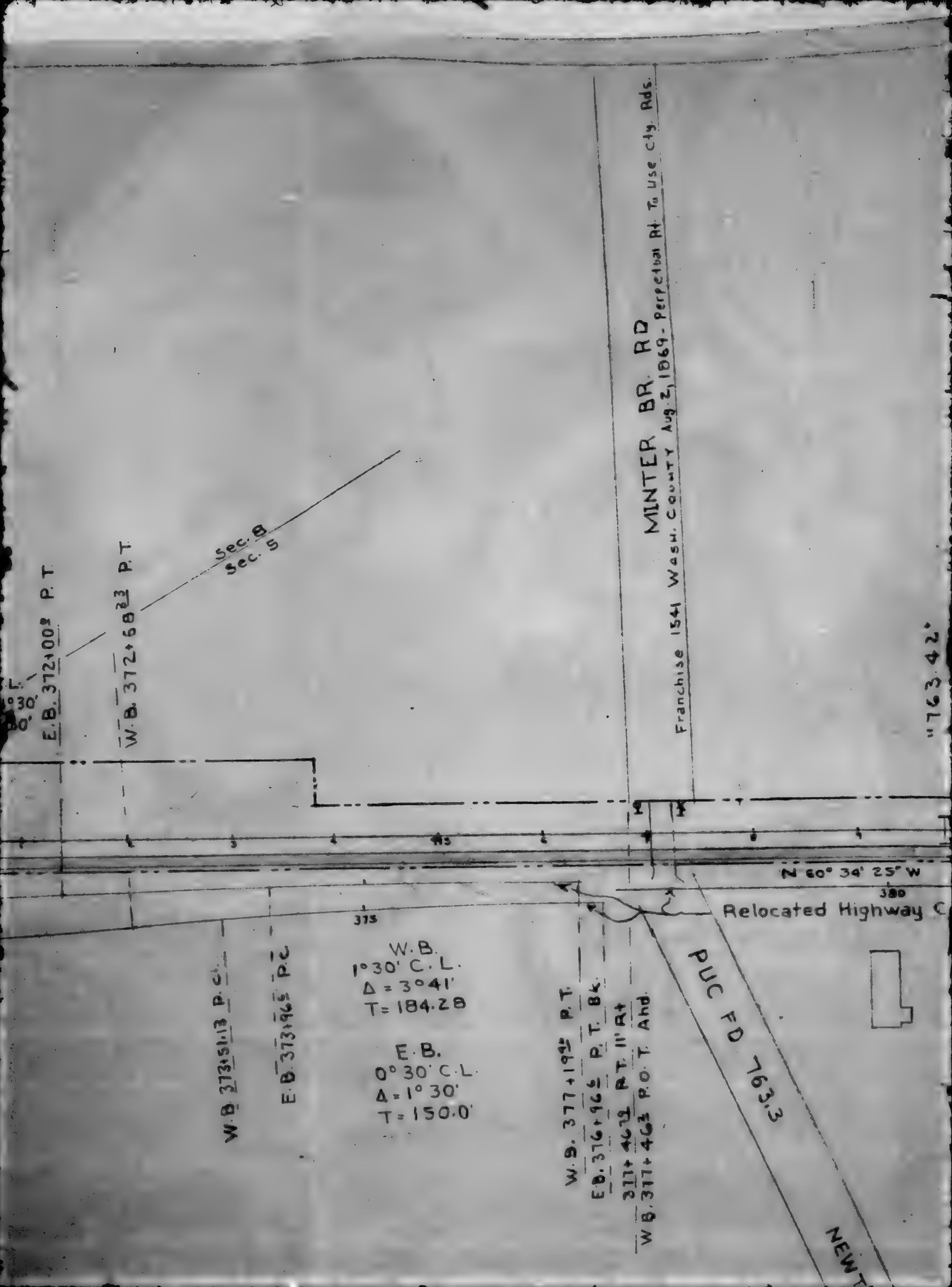

160
150
140
130
56'±
R.R. ℄
SECT
No
763
"762.95
18"x48"x20' Creo. Box
03 Ft.²±
105.0'
N 29° 25' 35" E, 10.0'
+40
10'
+532
353
30'
1+850 E.C.
Pt. Bk
Pt. Ahd

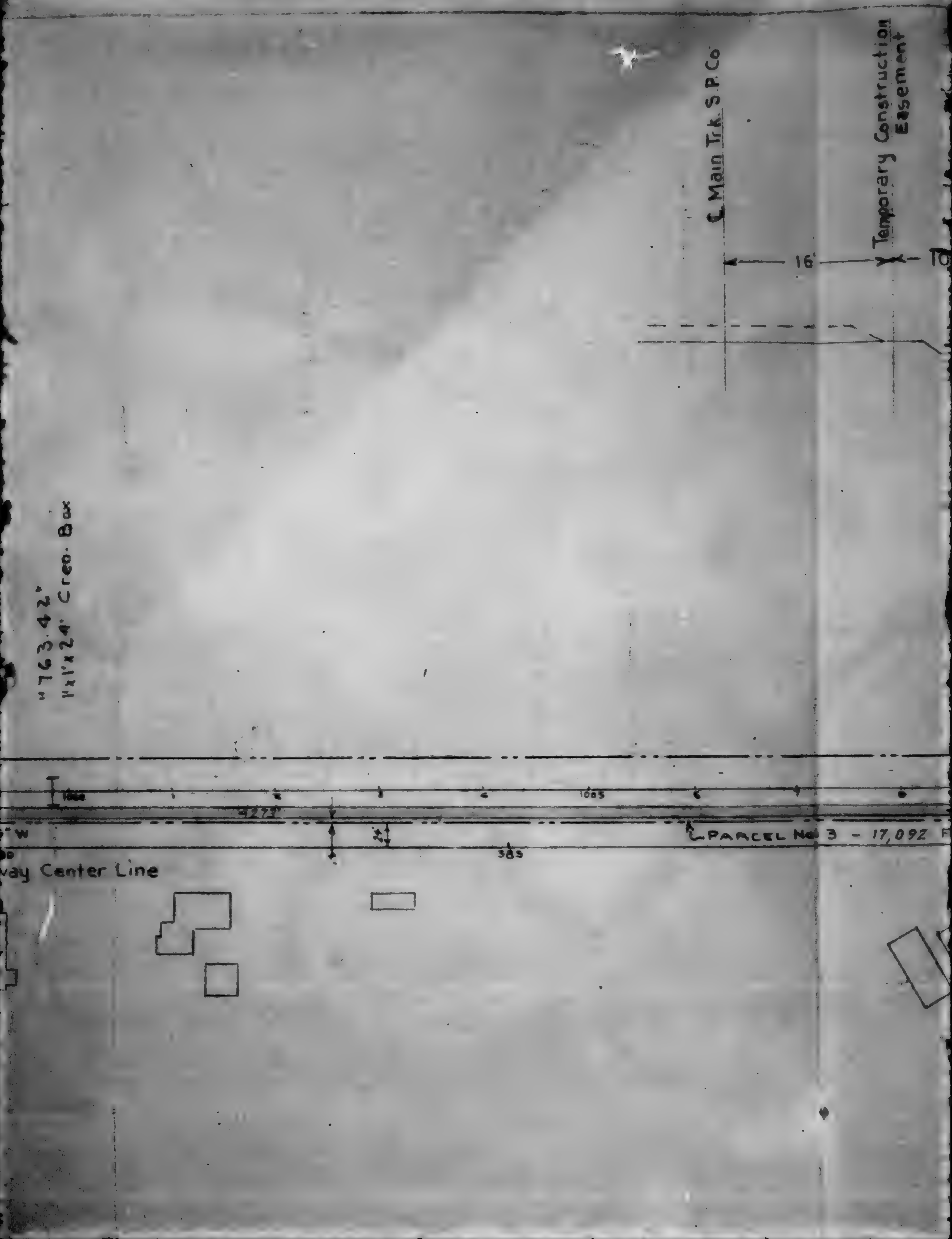


SECTION D-D
No Scale

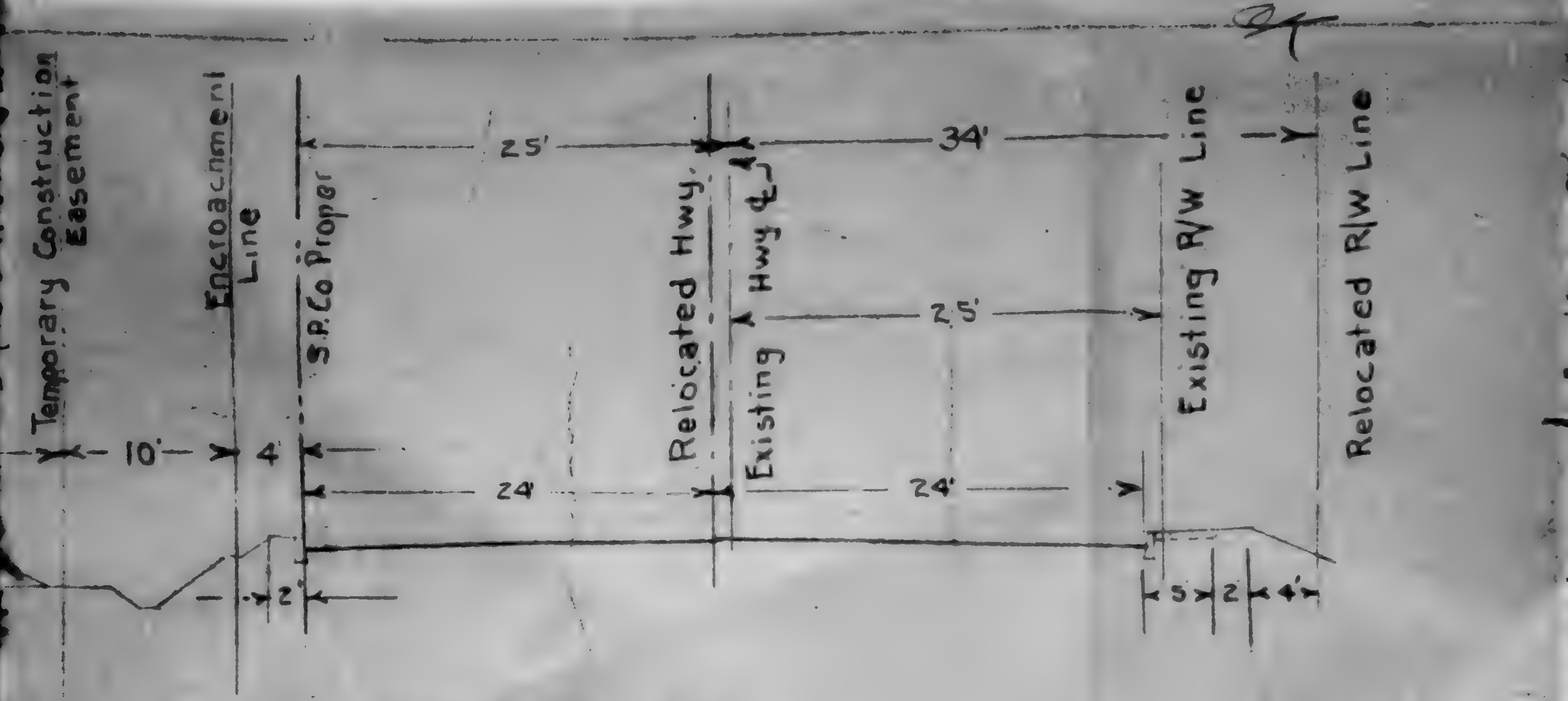
63


E.S. 988+09±
NEWTON
M.P. 763.2
W.B.
1° 30' C.L.
Δ= 3° 41'
T=184.28
E.B.
0° 30' C.L.
Δ=1°30'
T=150.0'
E.B. 372+00± P.T
MATCH MARK
+87
℄ 26'
990
Point of Beginning
988+40
368+47
370
20' Rt ℄ 4 Lanes
W.B. 369+00± P.C

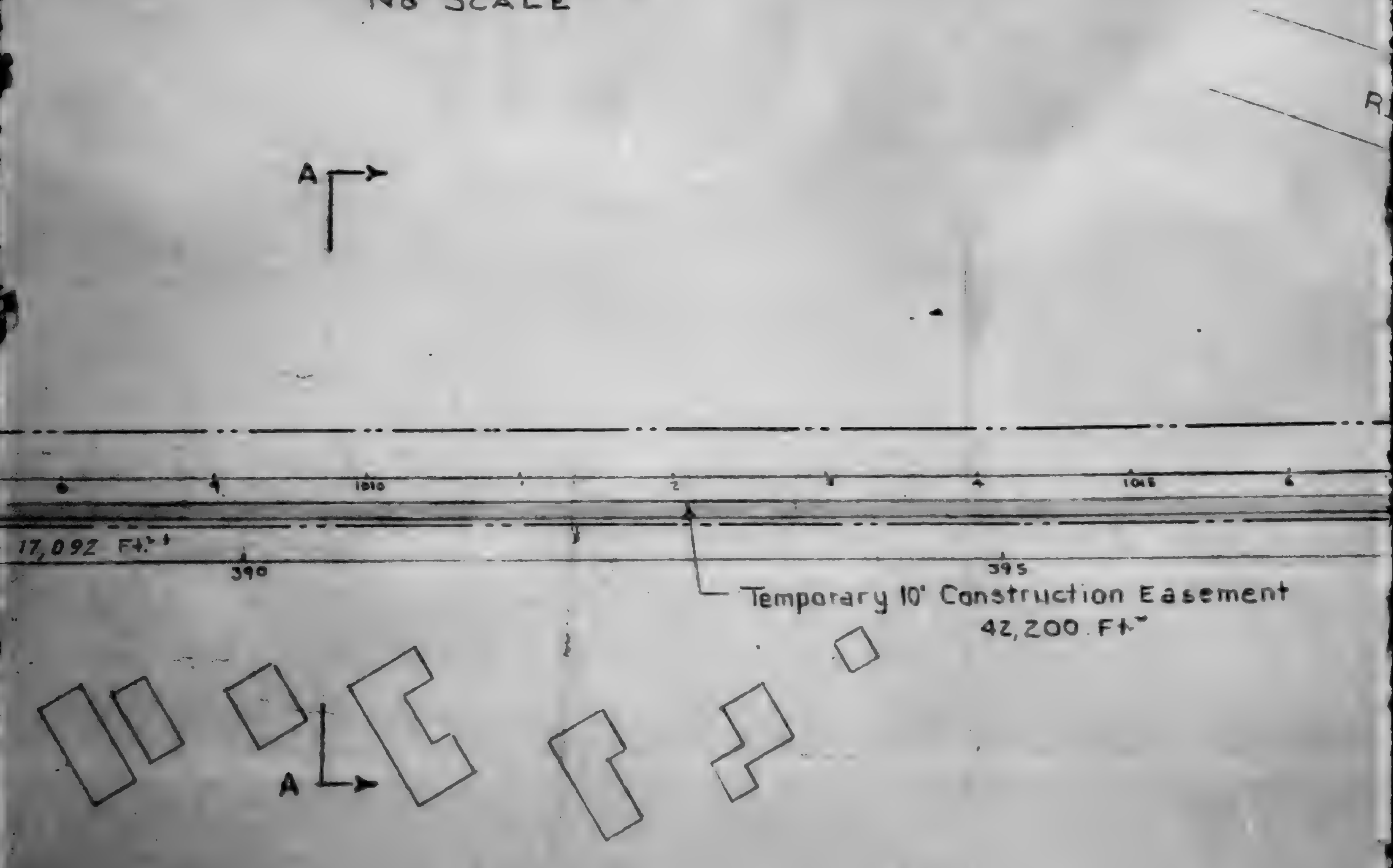

MINTER BR. RD
Franchise 1541 Wash. County Aug. 2, 1869 - Perpetual Rt. To Use Cty. Rds.
Sec. 8
Sec. 5
E.B. 372+00.0 P.T.
W.B. 372+68.23 P.T.
"763.42"
N 60° 34' 25" W
375
380
Relocated Highway C
W.B.
1°30' C.L.
Δ = 3°41'
T = 184.28
E.B.
0°30' C.L.
Δ = 1°30'
T = 150.0'
W.B. 373+51.13 P.C.
E.B. 373+96.5 P.C.
W.B. 377+19.9 P.T.
E.B. 376+96.5 P.T. Bk.
377+46.72 R.T. 11' Rt
W.B. 377+46.3 P.O.T. Ahd.
PUC FD 763.3
NEW

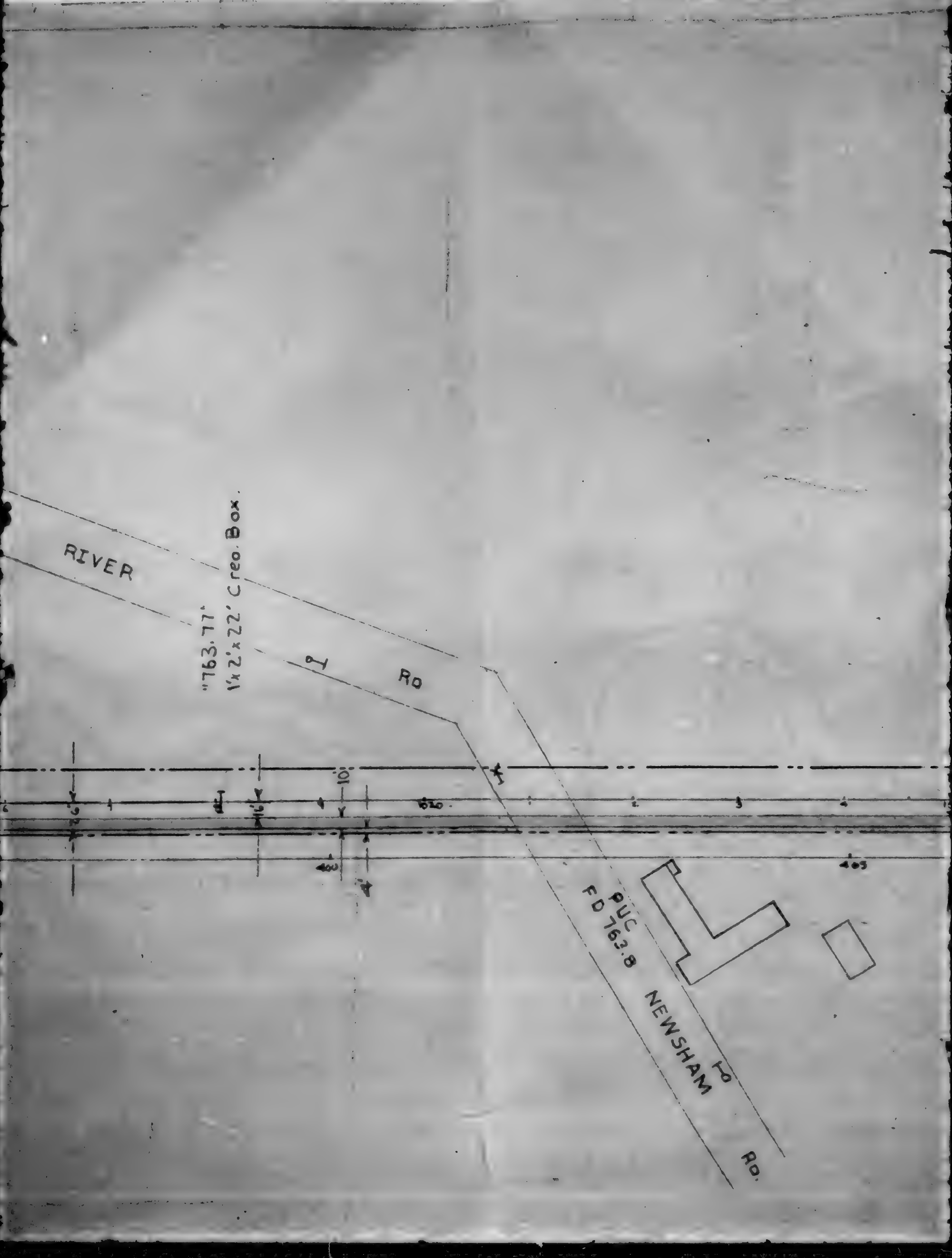


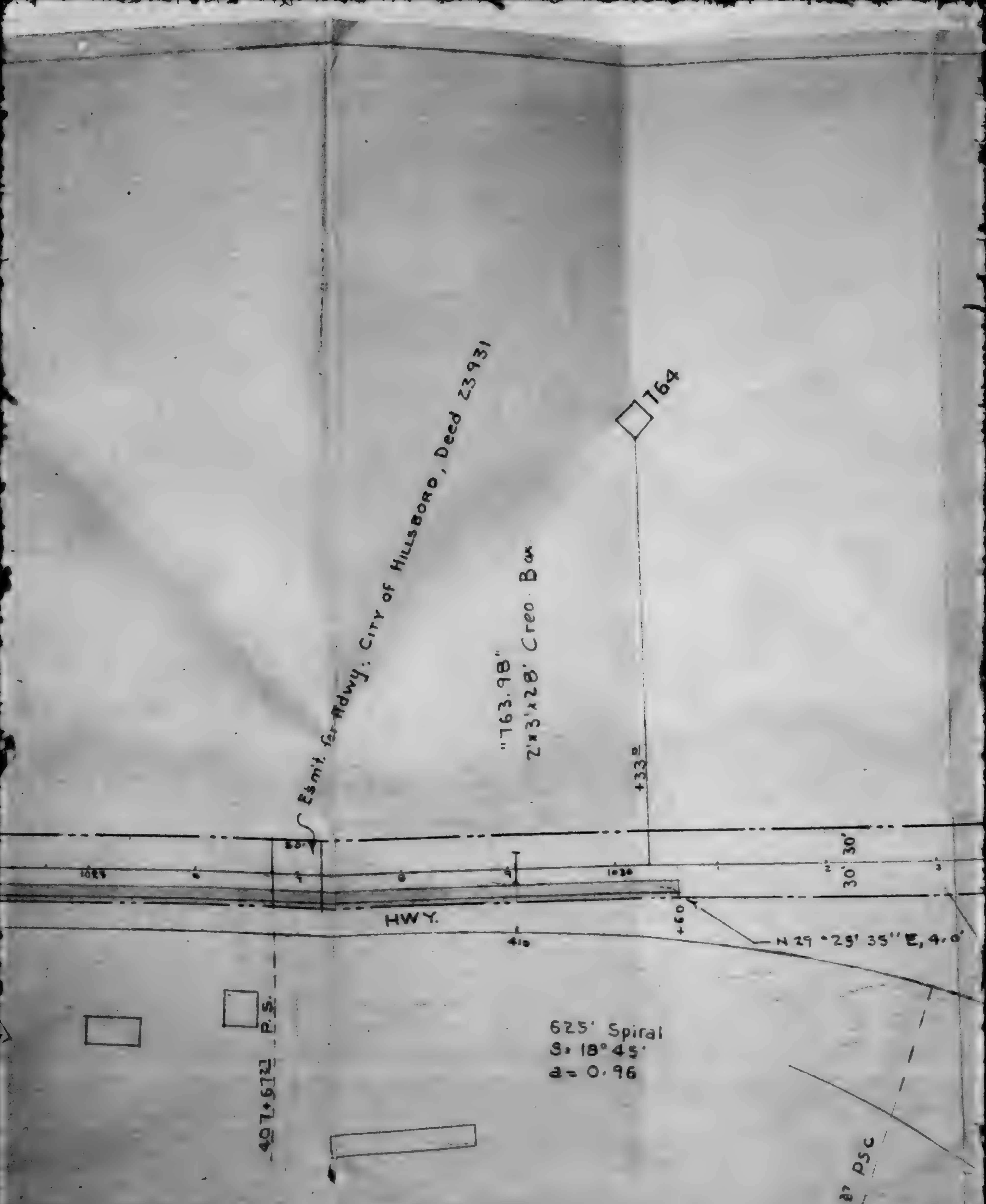
℄ Main Trk. S.P. Co.
Temporary Construction Easement
16'
"763.42"
1'x1'x24' Creo. Box
1000
1
2
3
4
1005
6
7
8
4273'
°W
385
way Center Line
℄ PARCEL No 3 - 17,092



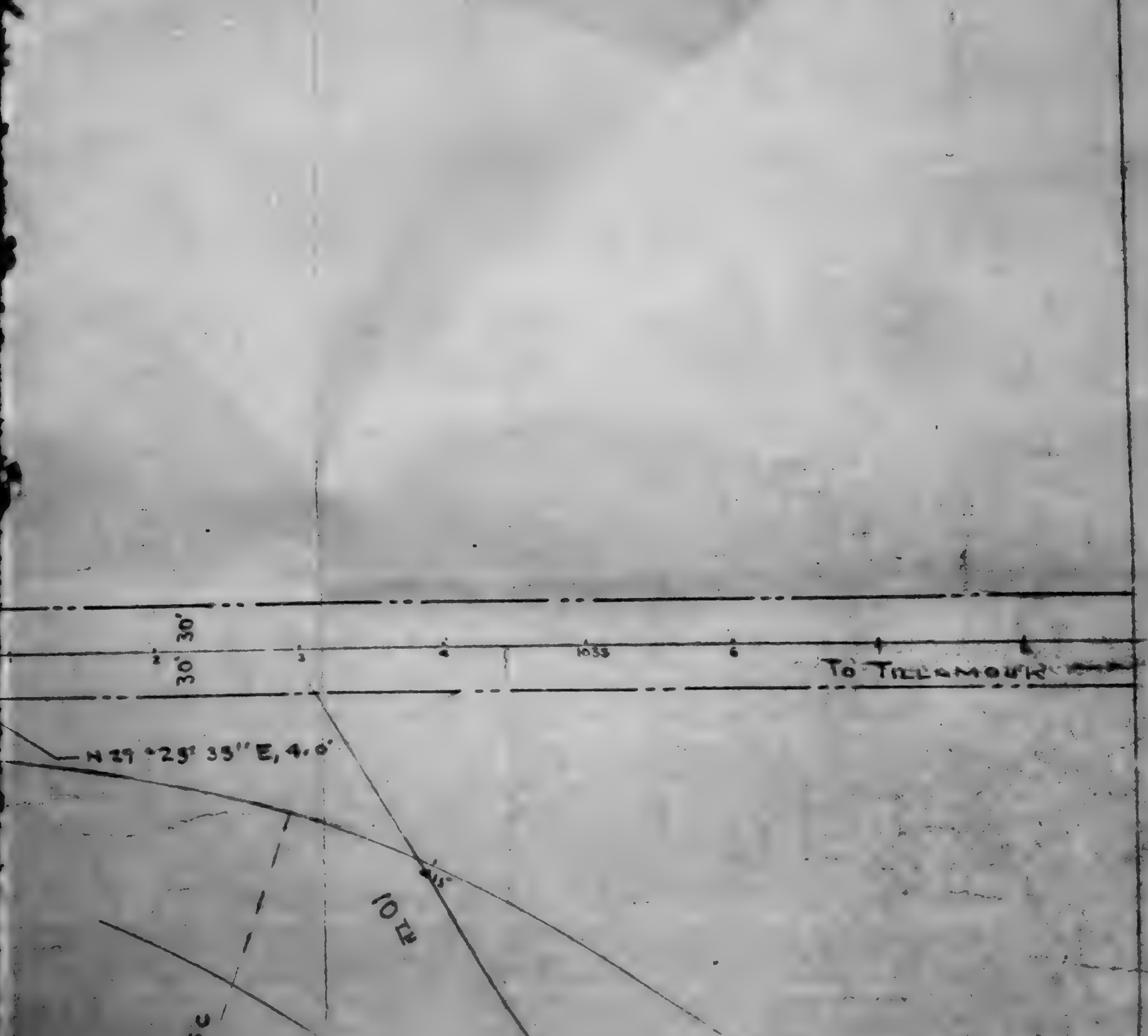
SECTION A-A
No Scale

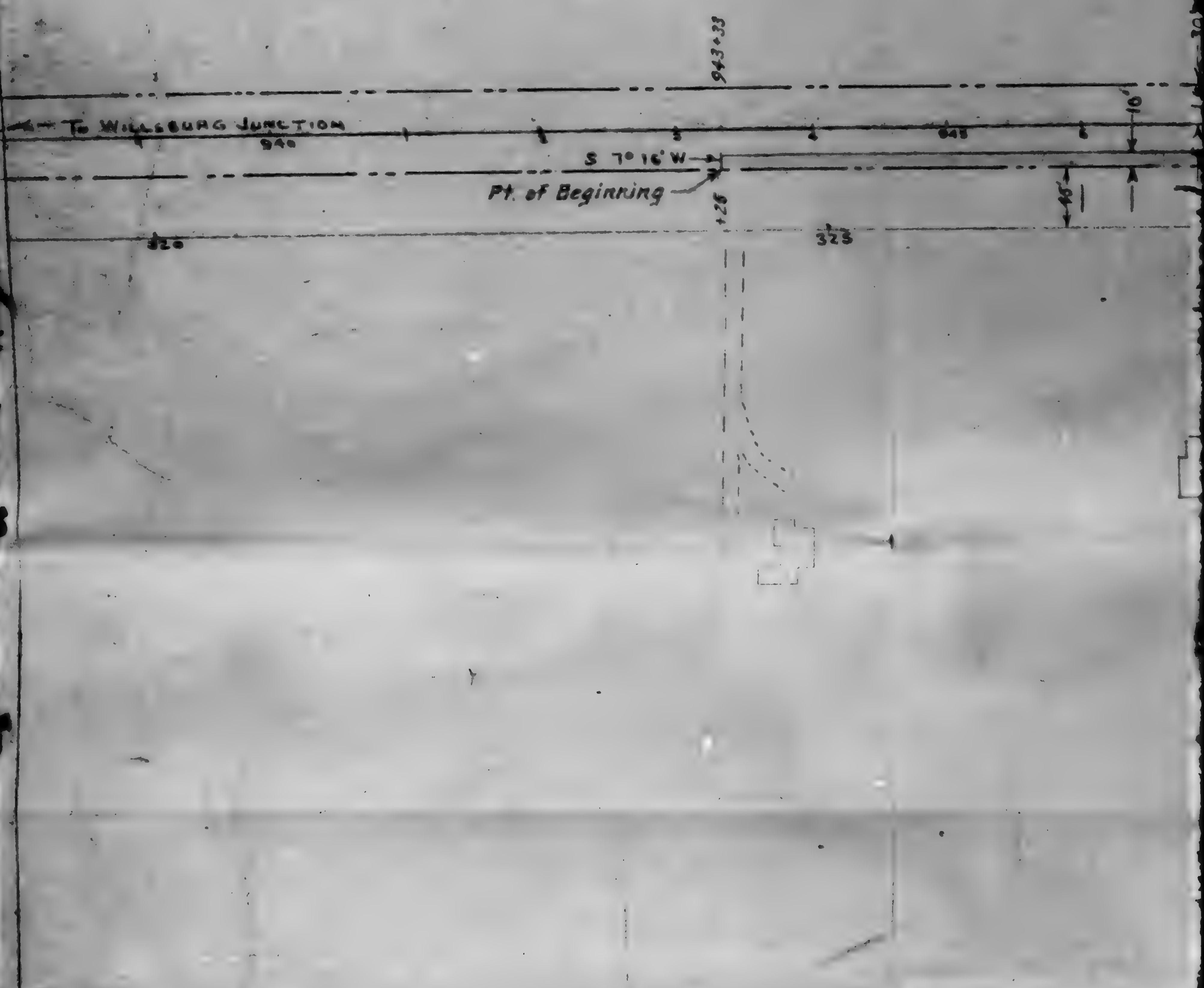



RIVER
RD
"763.77'
1'x2'x22' Creo. Box.
10
620
400
405
PUC
FD 763.8
NEWSHAM
TO
RD.


Esm't. for Rdwy.; CITY OF HILLSBORO, Deed 23931
"763.98"
2'x3'x28' Creo Box
764
+33⁰
50'
1025
6
7
8
9
1030
1
2
3
30'
30'
HWY.
410
+60
N 29 °25' 35" E, 4.0'
P.S.
407+67²¹
625' Spiral
S= 18°45'
a= 0.96
413+92⁸⁷ PSC

PORTLAND DIV'N
DRWG. F 6 18
SHT. NO



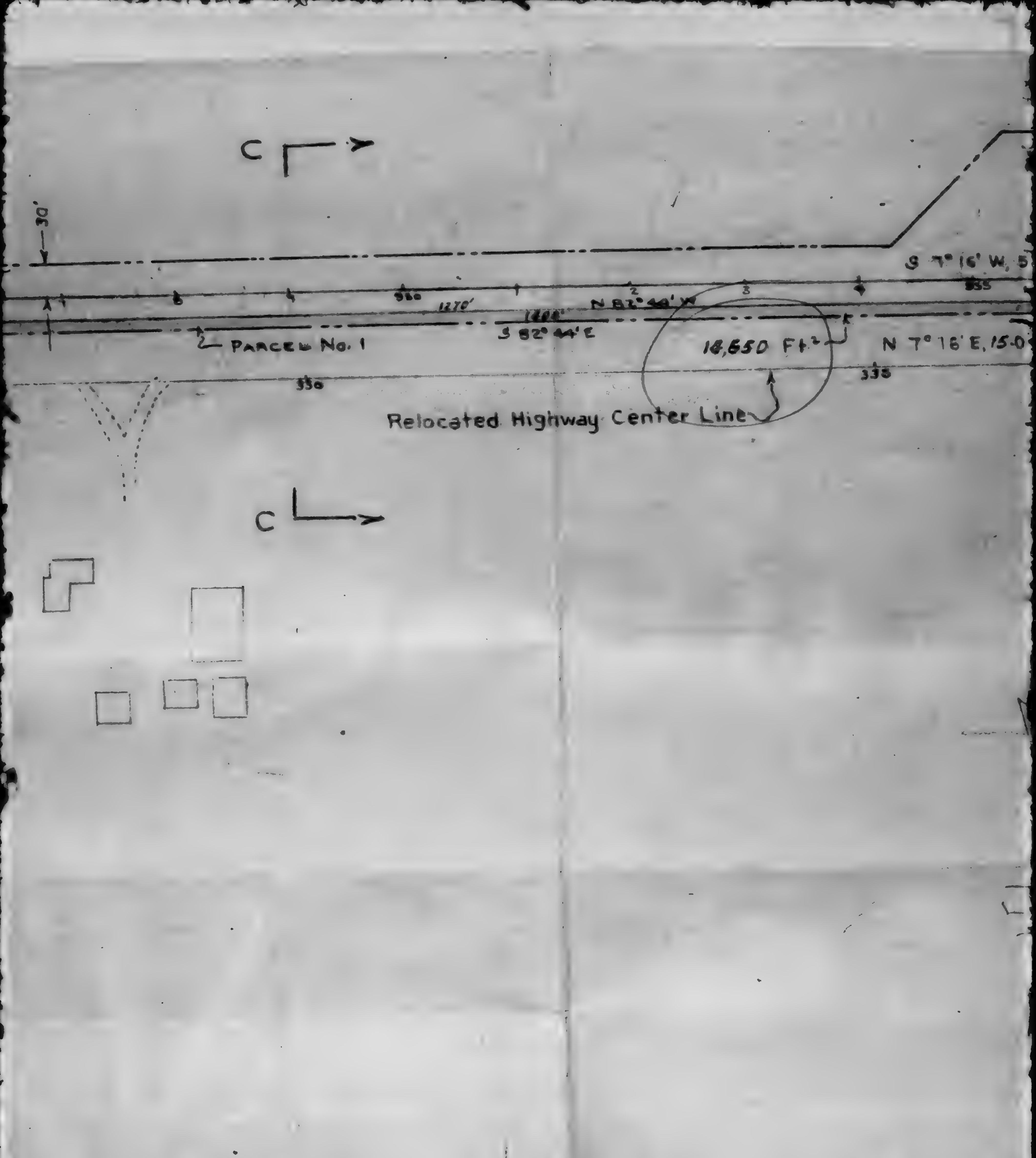


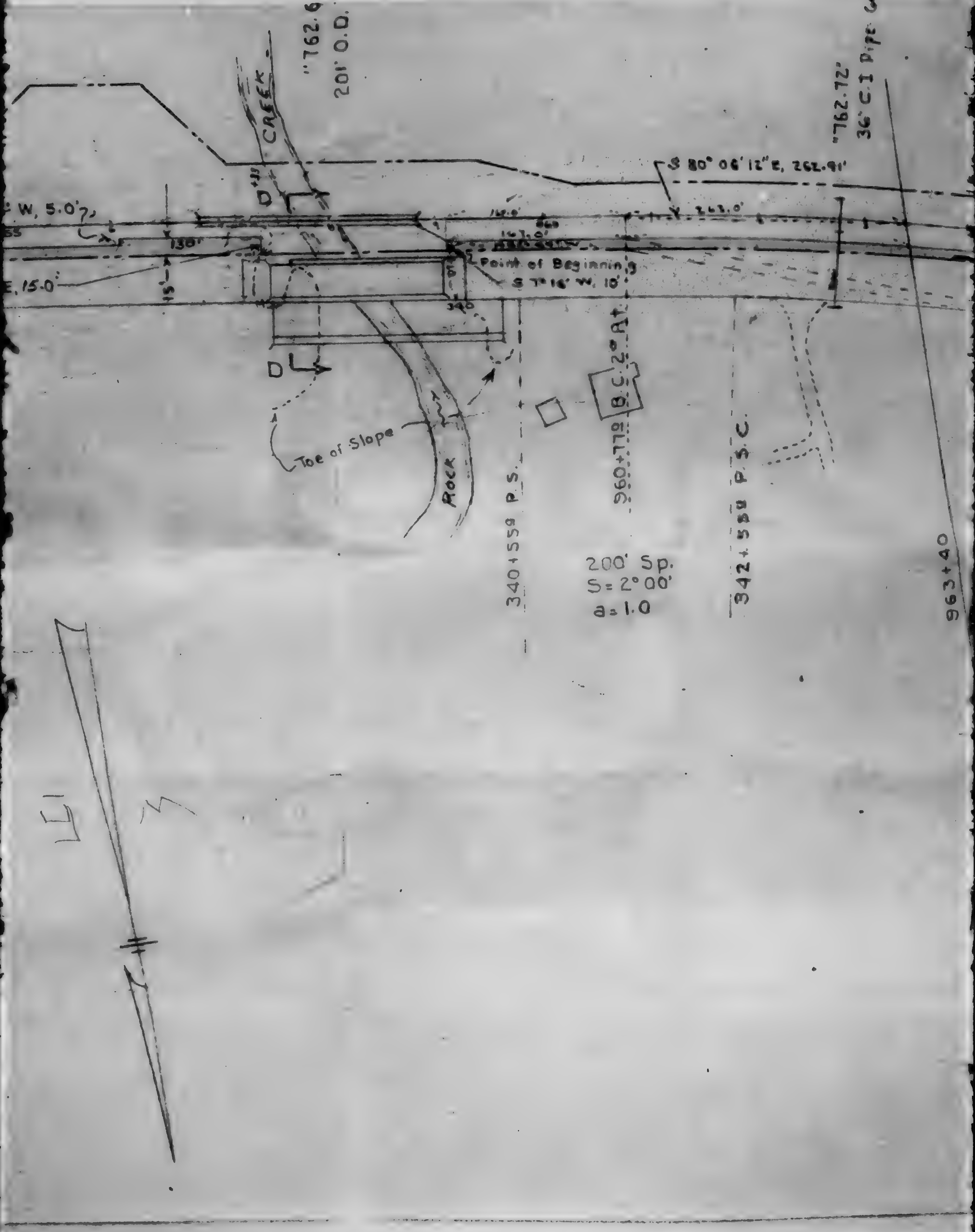
LEGEND

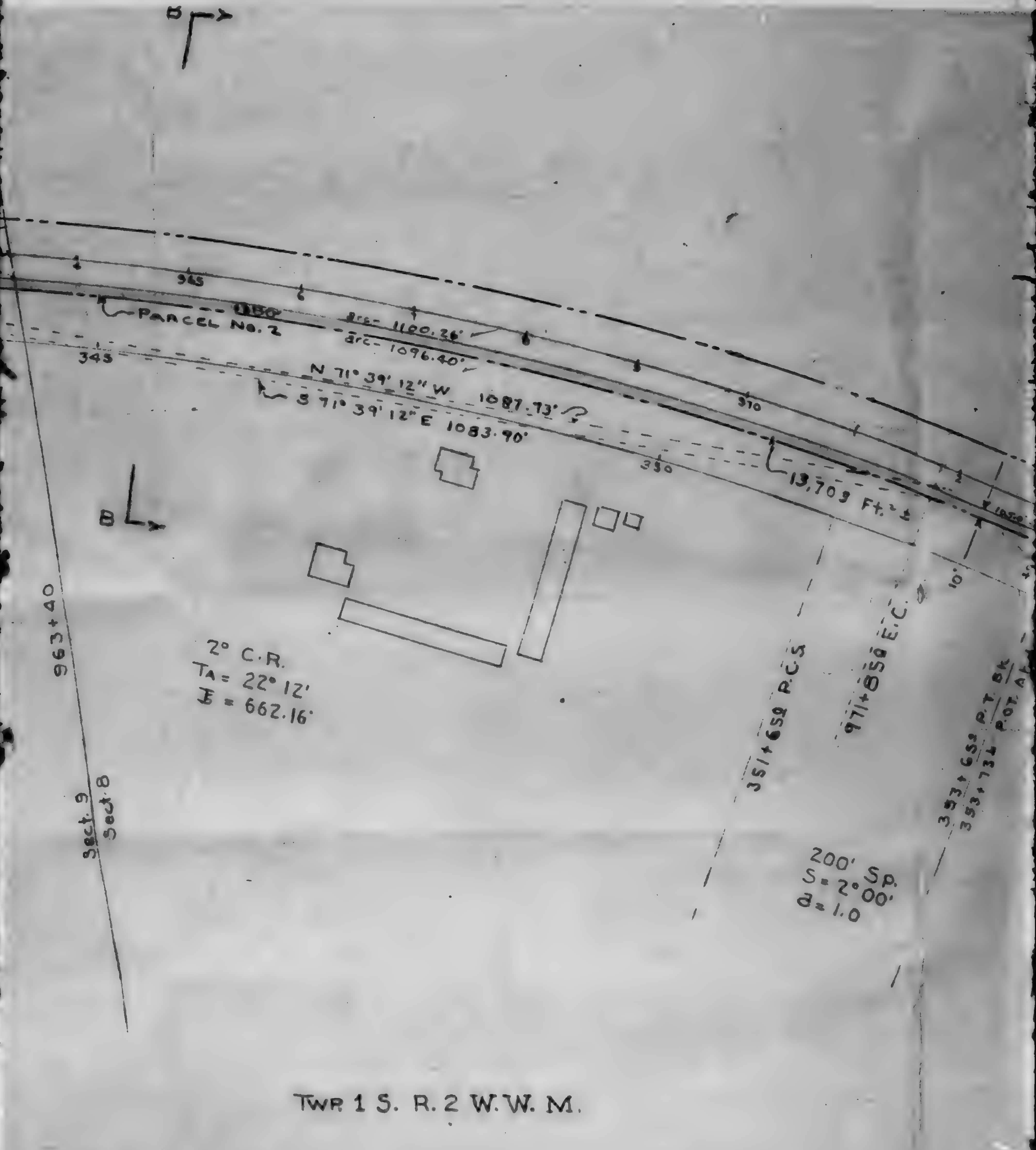
▭ Yellow tint shows property to be sold.

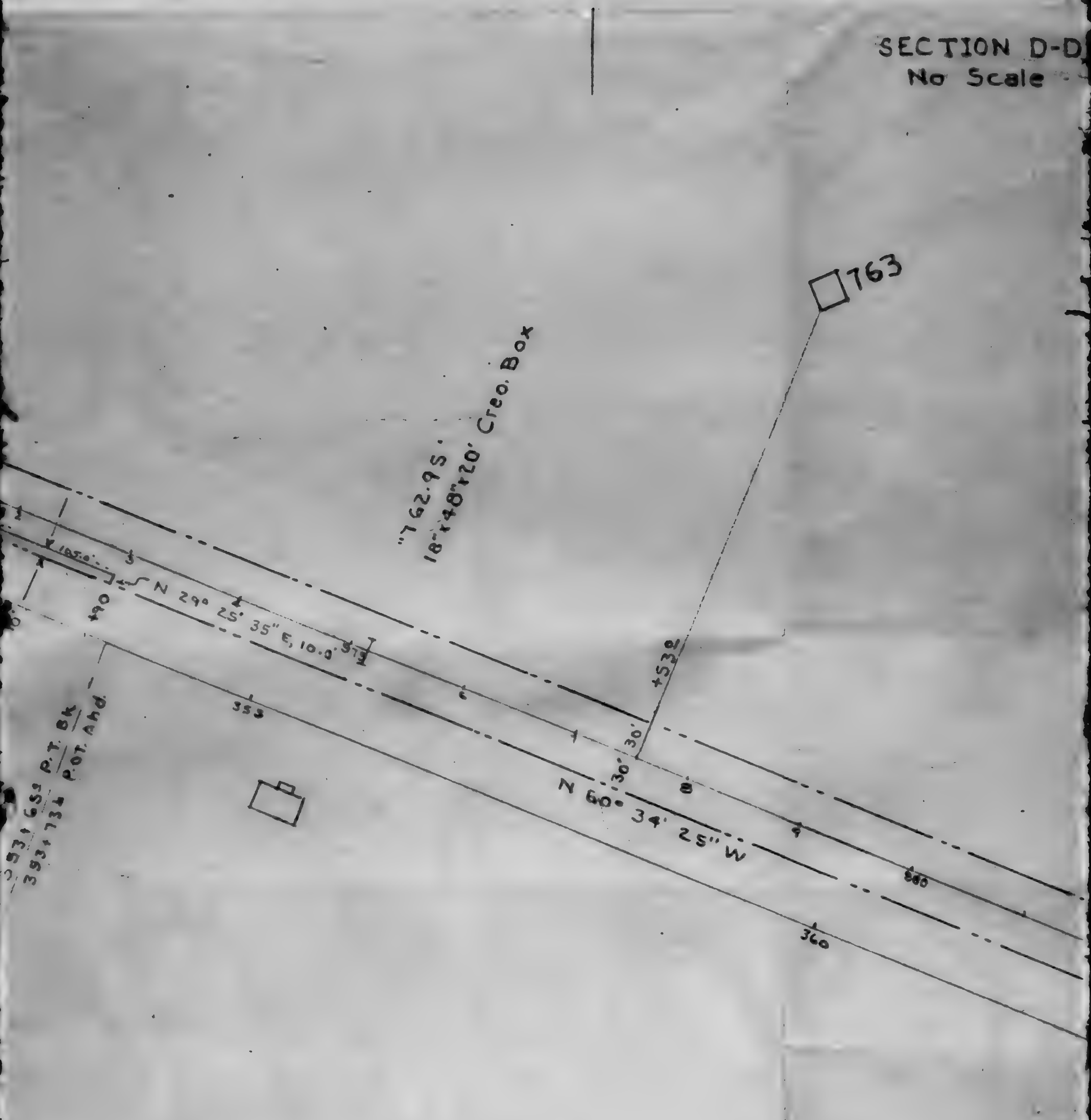
▨ Blue tint shows temporary construction easement.

—·—·— shows S.P. Co. property line.

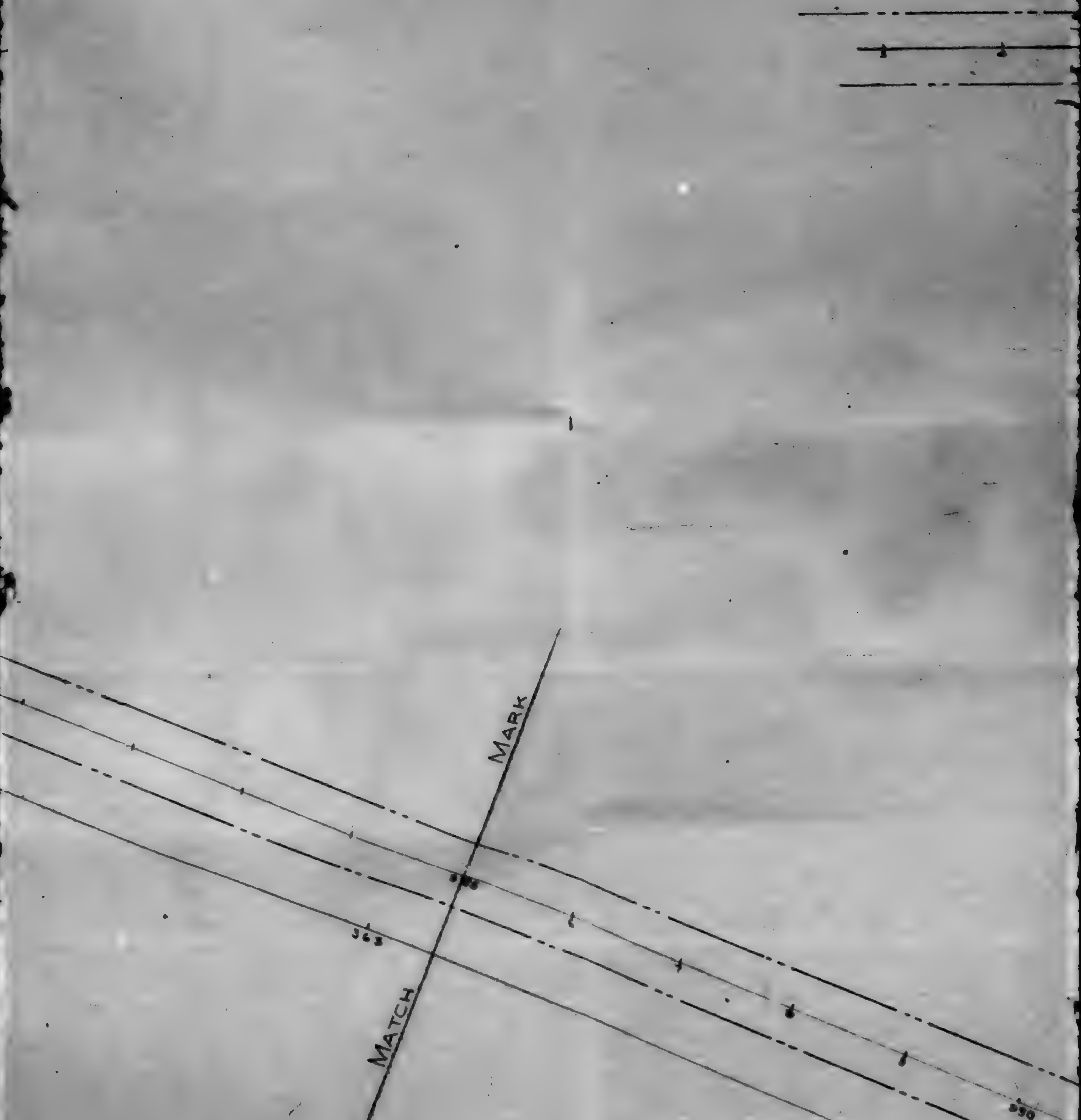

C
30'
S 7° 16' W, 5
6
5
4
330
1
2
3
4
335
1270'
1280'
N 82° 44' W
S 82° 44' E
2
PARCEL No. 1
14,650 Ft.²
N 7° 16' E, 15.0
330
335
Relocated Highway Center Line
C

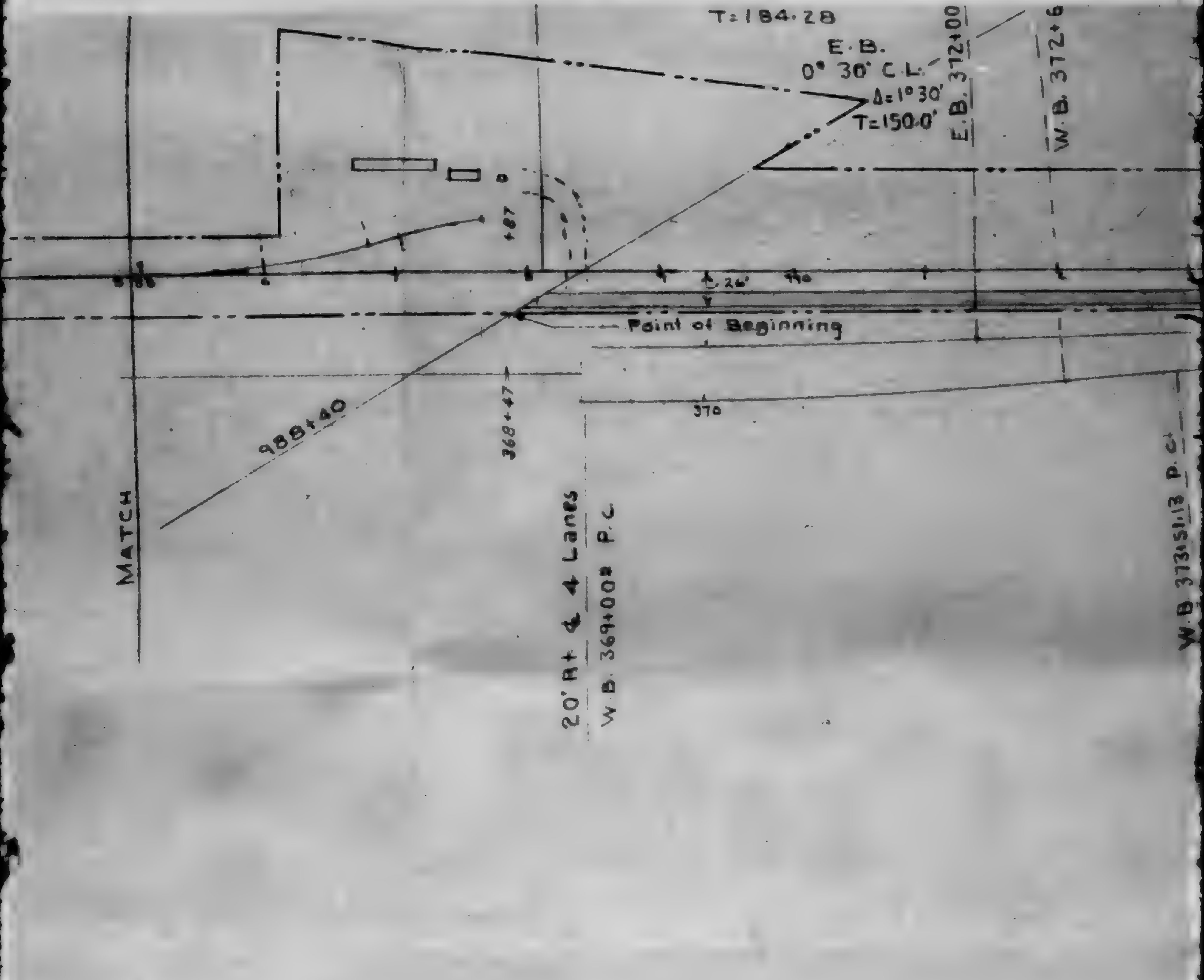

"762.6
201' O.D.
CREEK
"762.72'
36" C.I. Pipe
S 80° 06' 12" E, 262.91'
W, 5.0'
E, 15.0'
130'
15'
D
162.0'
167.0'
263.0'
Point of Beginning
S 7° 16' W, 10'
340
D
Toe of Slope
Rock
340+559 P.S.
960+77º B.C. 2º Rt.
342+55º P.S.C.
963+40
200' Sp.
S= 2° 00'
a= 1.0
LE1

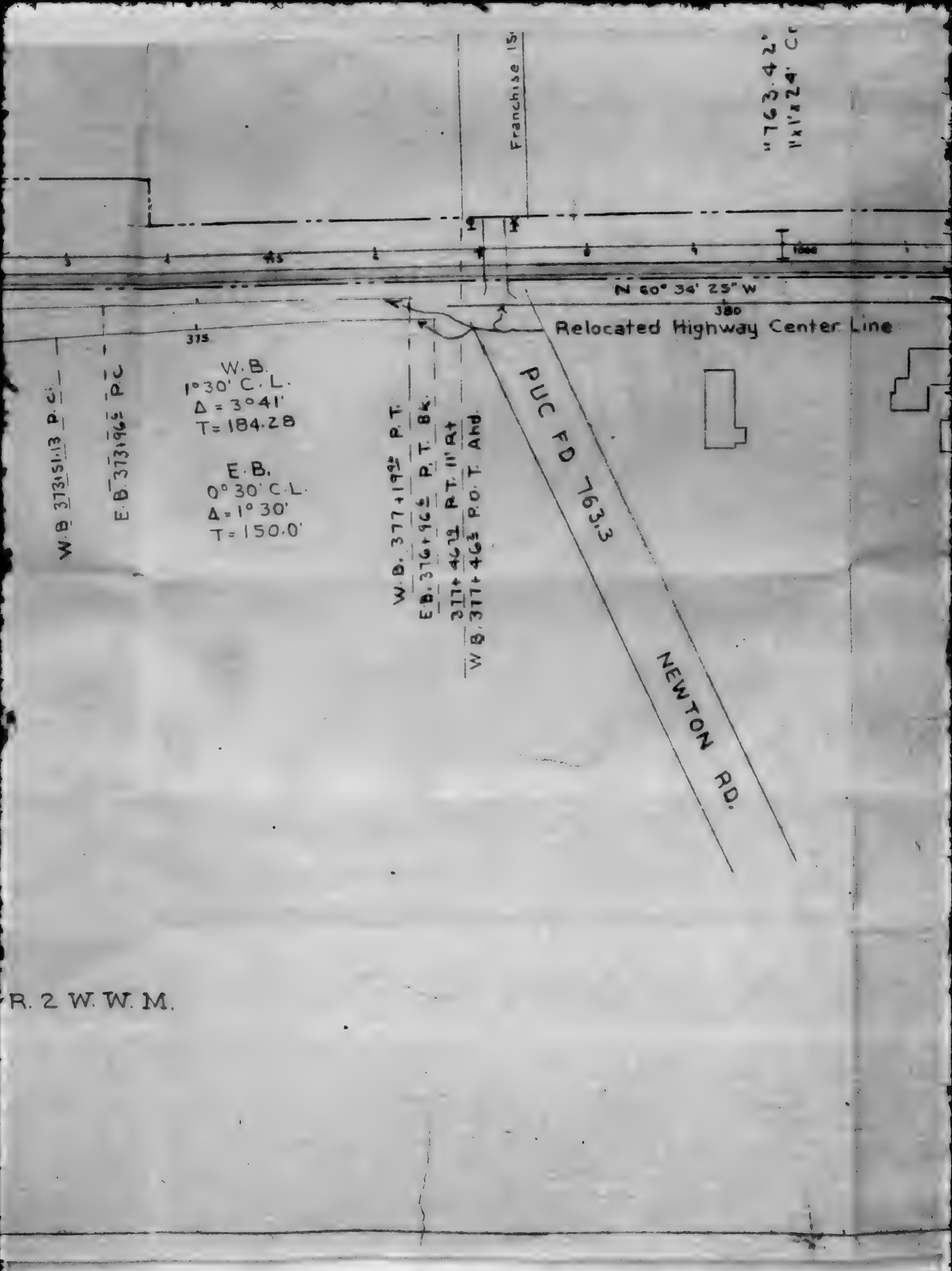

B
965
345
PARCEL NO. 2
arc - 1100.36'
arc - 1096.40'
N 71° 39' 12" W 1087.73' ?
S 71° 39' 12" E 1083.90'
370
350
13,709 Ft.² ±
10'
B
963+40
2° C.R.
TA = 22° 12'
E = 662.16'
351+652 P.C.S.
971+852 E.C.
353+652 P.T. Bk.
353+734 P.O.T. Ah.
200' Sp.
S = 2° 00'
a = 1.0
Sect. 9
Sect. 8
TWP 1 S. R. 2 W.W.M.


SECTION D-D
No Scale
763
"762.95'
18"x48"x20' Creo. Box
+53.8
30'
30'
N 29° 25' 35" E, 10.0'
105.0'
+90
373
353
N 60° 34' 25" W
8
9
360
380
393+65.9 P.T. Bk
393+73.6 P.O.T. Ahd

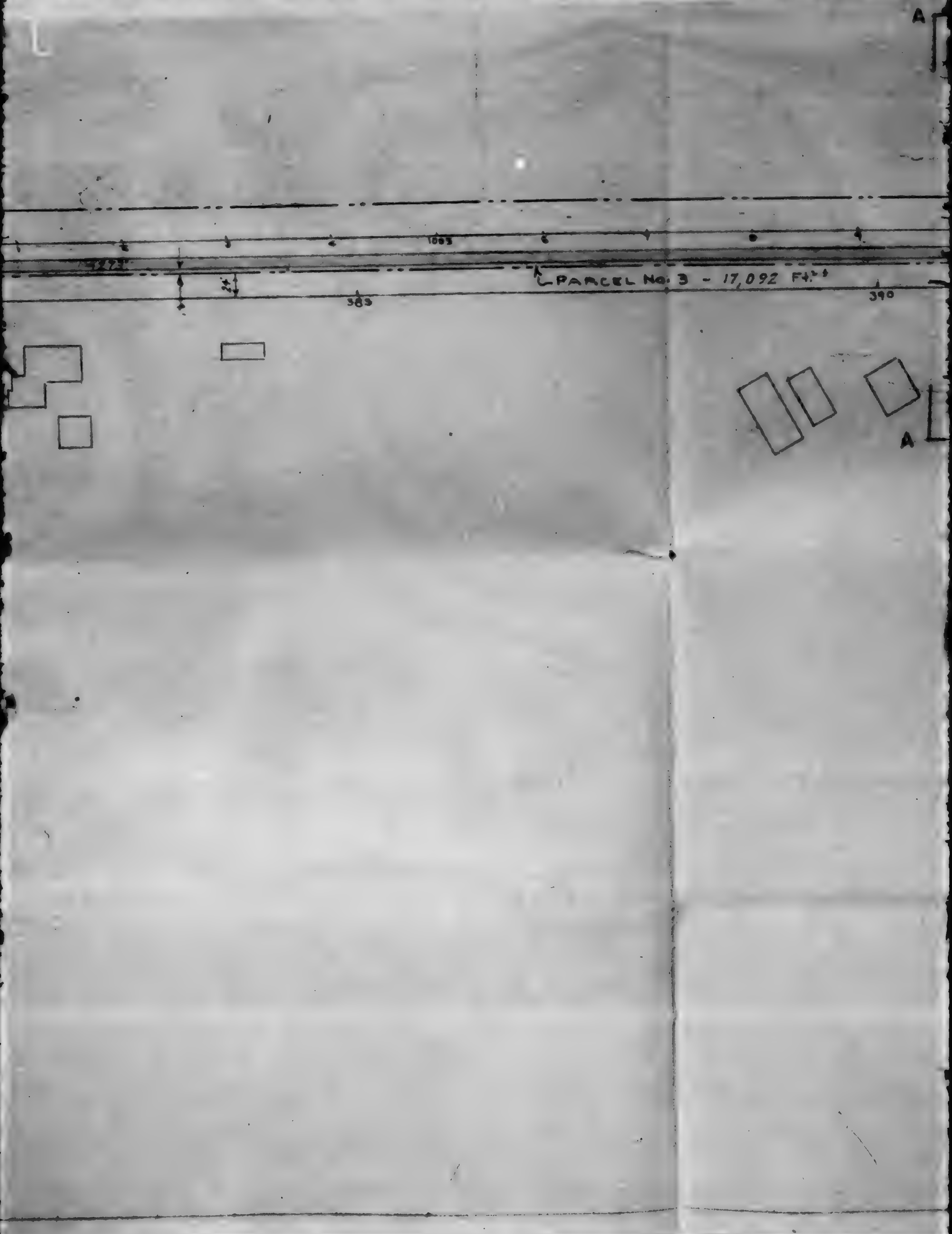
D-D



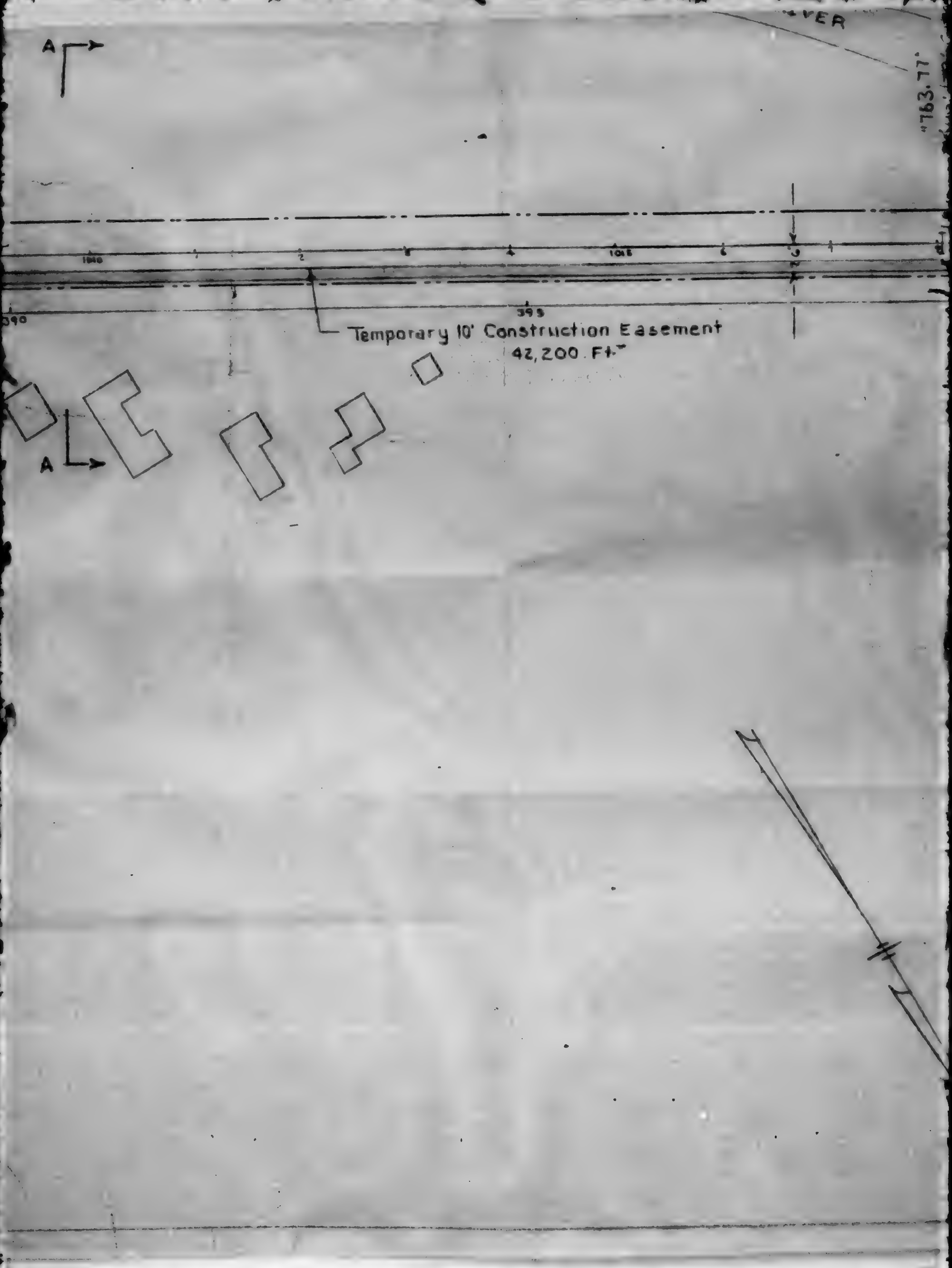

T=184.28
E.B.
0° 30' C.L.
Δ=1°30'
T=150.0'
E.B. 372+00
W.B. 372+6
+87
26'
410
Point of Beginning
988+40
368+47
370
MATCH
20' Rt ℄ 4 Lanes
W.B. 369+00± P.C.
W.B. 373+51.13 P.C.
TWP. 1 S. R. 2
890

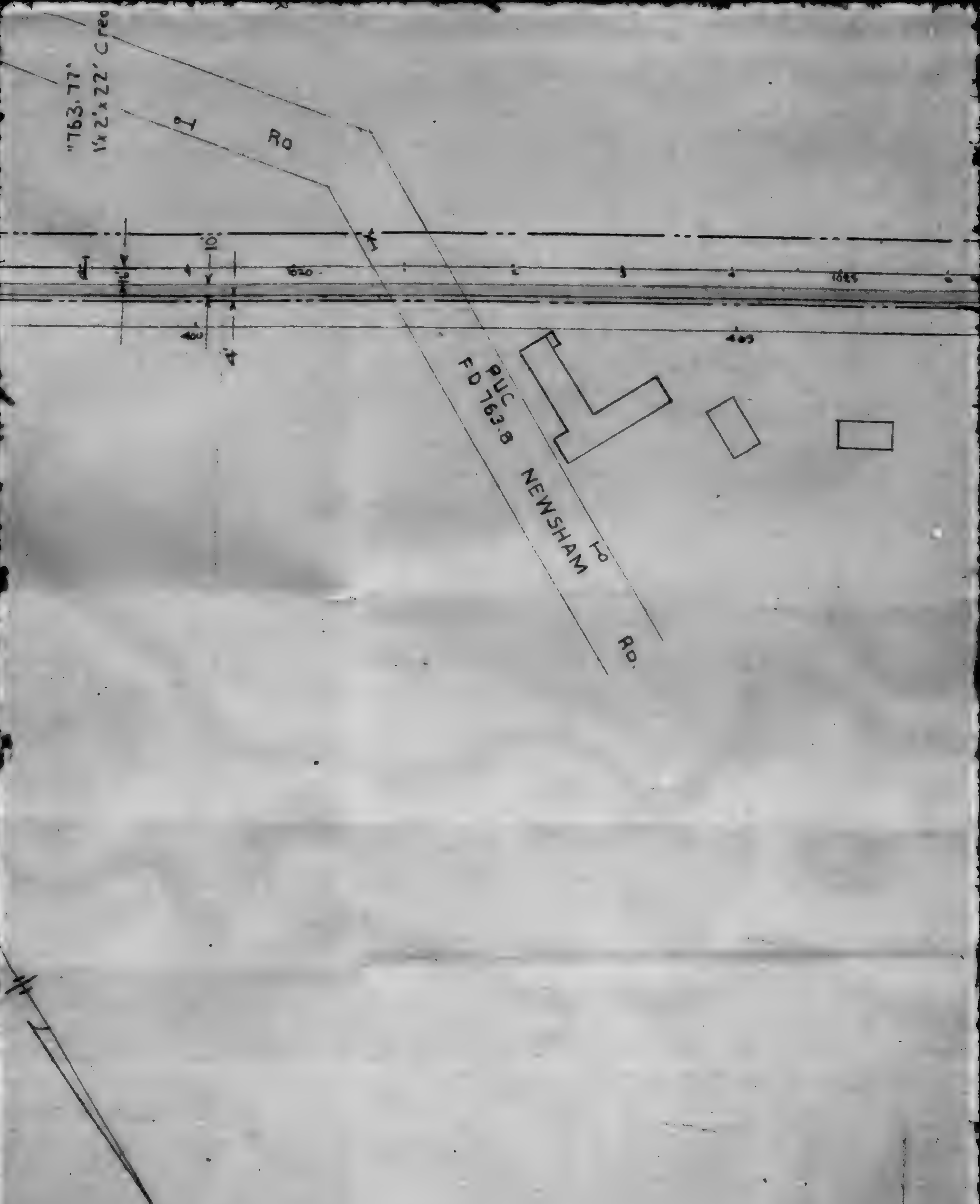


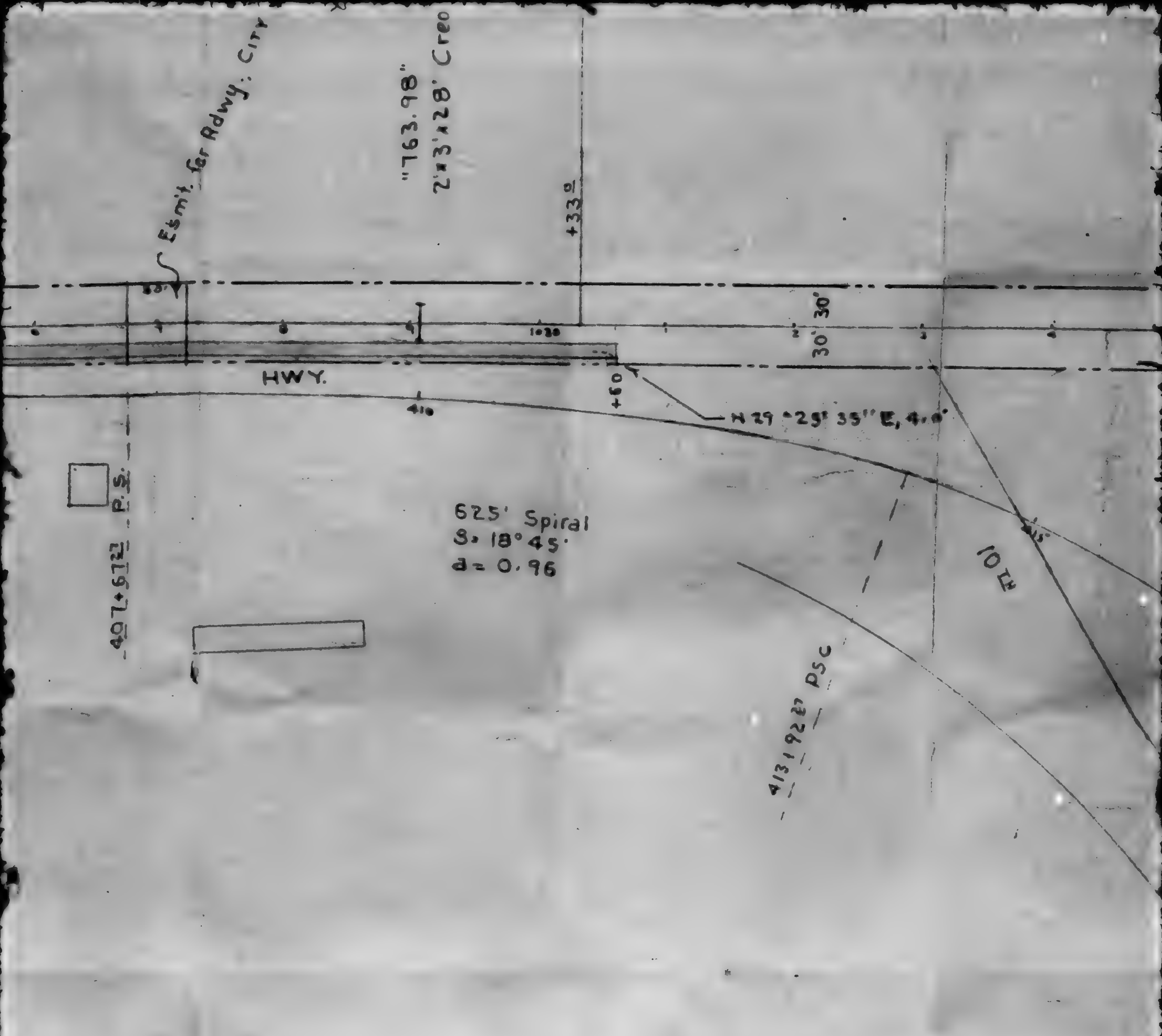
Franchise 15'
"763.42'
1'x1'x24' Cr
N 60° 34' 25" W
380
375
Relocated Highway Center Line
W.B 373+51.13 P.C.
E.B. 373+96± P.C
W.B.
1°30' C.L.
Δ = 3°41'
T = 184.28
E.B.
0°30' C.L.
Δ = 1°30'
T = 150.0'
W.B. 377+19± P.T.
E.B. 376+96± P.T. Bk.
377+46± P.T. 11' Rt
W.B. 377+46± P.O.T. Ahd.
PUC FD 763.3
NEWTON RD.
R. 2 W. W. M.

A
1003
PARCEL No. 3 - 17,092 Ft.²
385
390
A

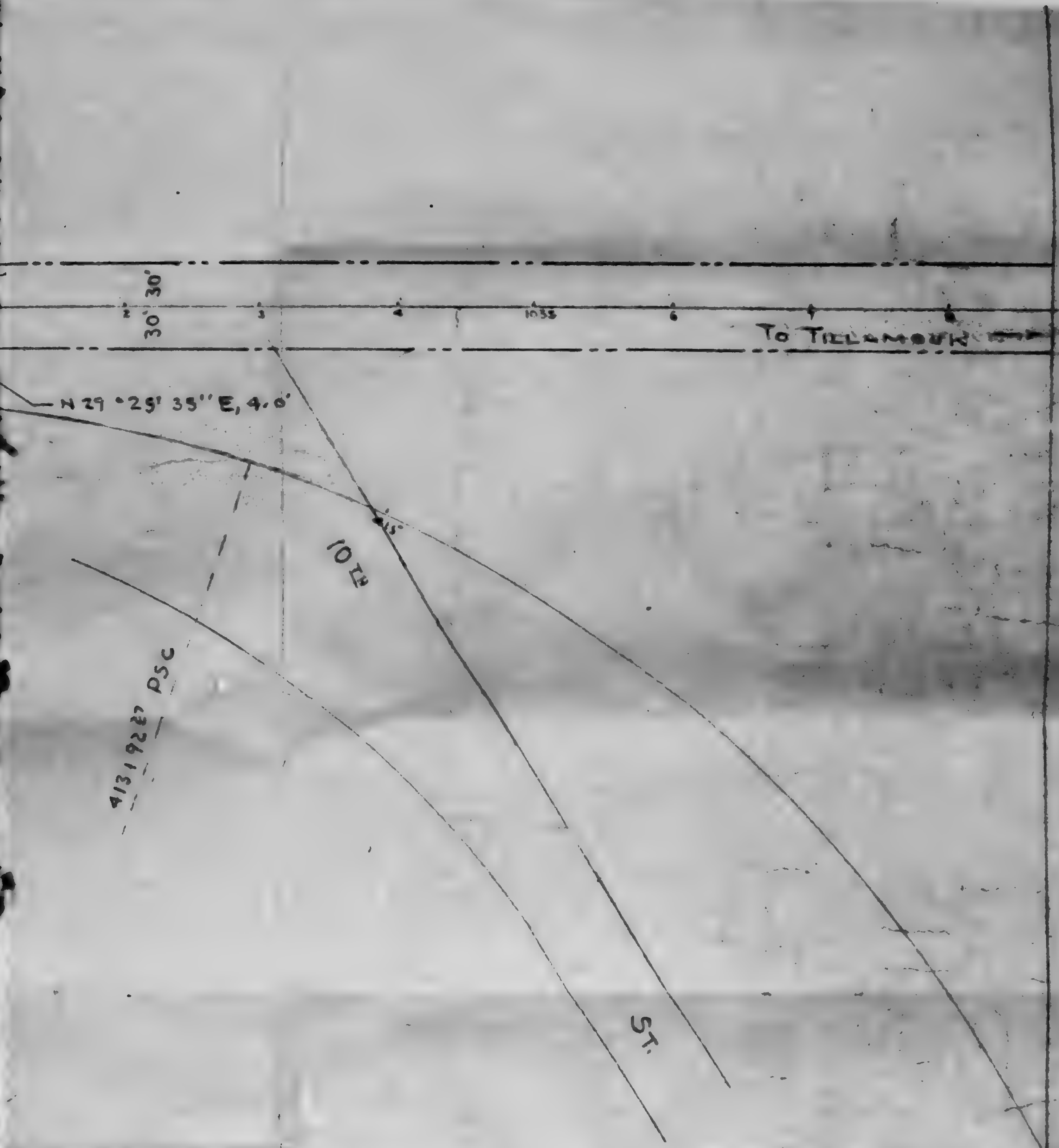
A
1005
4273'
PARCEL No. 3 - 17,092 Ft.²±
385
390
A


VER
763.77'
A
A
1010
2
3
4
1015
6
390
395
Temporary 10' Construction Easement
42,200 Ft.²


"763.77"
1'x2'x22' Creo
RD
10'
1020
2
3
4
1085
6
400
4'
405
PUC
FD 763.8
NEWSHAM
TO
RD.



SOUTHERN PACIFIC COMPA
PACIFIC LINES
TILLAMOOK BRANCH
MP 763- MP 764
Slope Easement – Construction Easem
Sale of Property
STATE of OREGON
SCALE: 1in. = 100 ft. [illegible] January
REV. 5



THERN PACIFIC COMPANY

PACIFIC LINES

TILLAMOOK BRANCH

MP 763-MP 764

Slope Easement-Construction Easement

Sale of Property

STATE of OREGON

SCALE: 1in.=100 ft.   MG   January 11, 1960

REV. 5-10-60

RECEIVED
JUL - 1960
FOR FILING

I-183(12)

5765

July 7, 1960

Mr. A. W. Kilborn, Superintendent
Southern Pacific Company
Union Station
Portland 9, Oregon

Re: Hillsboro-Reedville Section
Tualatin Valley Highway
Washington County

Dear Sir:

According to Oregon statute, utility companies have the right to occupy State Highway right of way without cost. The Highway Department has the right to require the relocation of utilities which occupy State Highway right of way. This relocation must be made without cost to the State and to a new location designated by the State. Whether the State can require a utility company to remove its facilities from the right of way completely and without provision for a new utility location provided by the State is a matter of doubt.

Therefore, in order to forestall possible legal action by the Portland General Electric Company, it is hereby requested that the encroachment agreement which is proposed between the State Highway Commission and the Southern Pacific Company be modified to permit the installation and maintenance of a power pole line by the Portland General Electric Company without payment of a yearly rental by Portland General Electric.

Attached is a copy of a portion of our railroad encroachment map (our file 8B-7-9) showing the affected area shaded in red.

Very truly yours,

W. C. Williams
State Highway Engineer

by

G. S. Paxson
Assistant State Highway Engineer

Attach.

cc to: Mr. W. C. Williams
Mr. Tom Edwards

CHB:fp ae

OREGON STATE HIGHWAY DEPARTMENT

Located Line

HILLSBORO - REEDVILLE SECTION

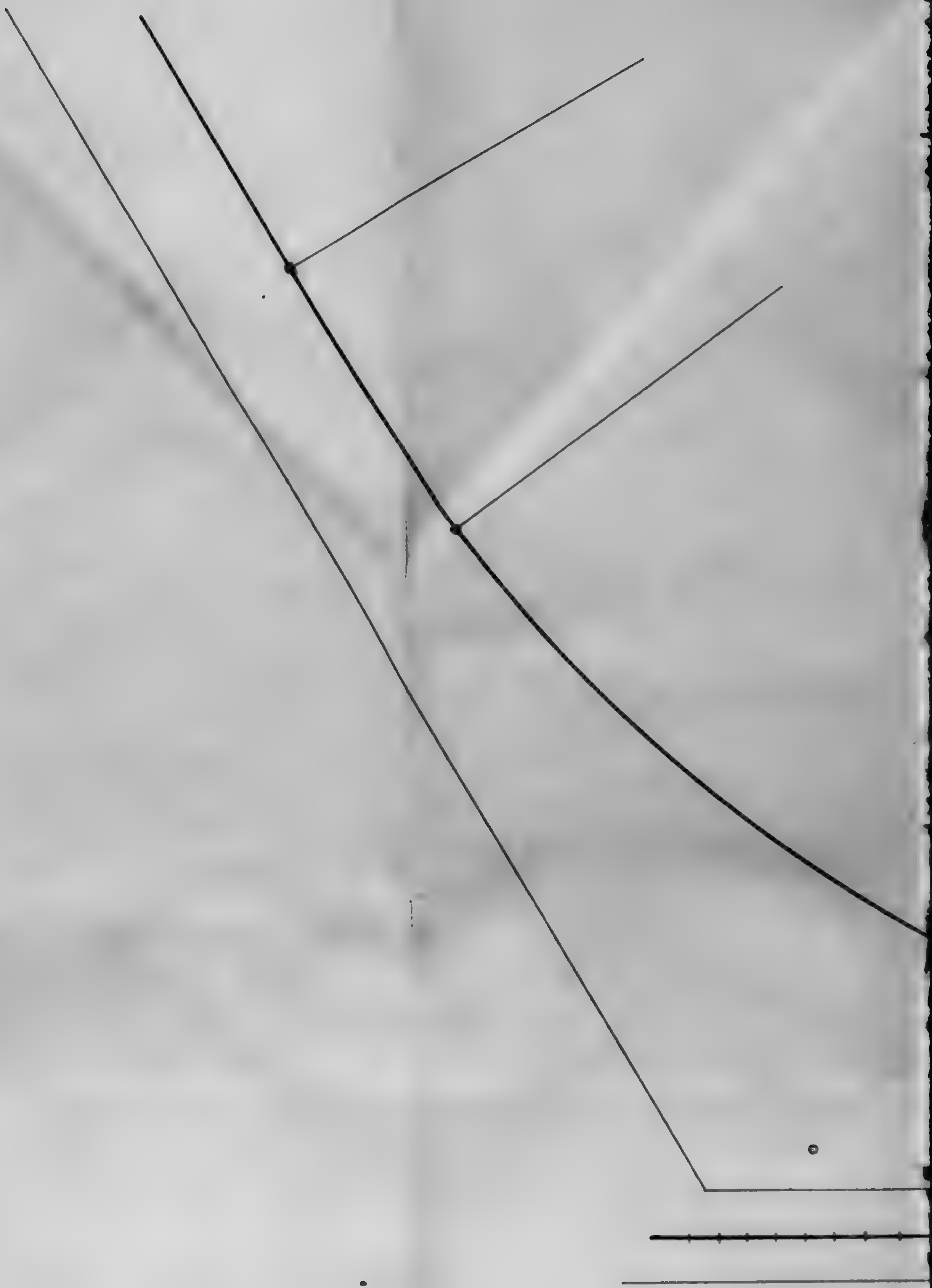
TUALATIN VALLEY HIGHWAY

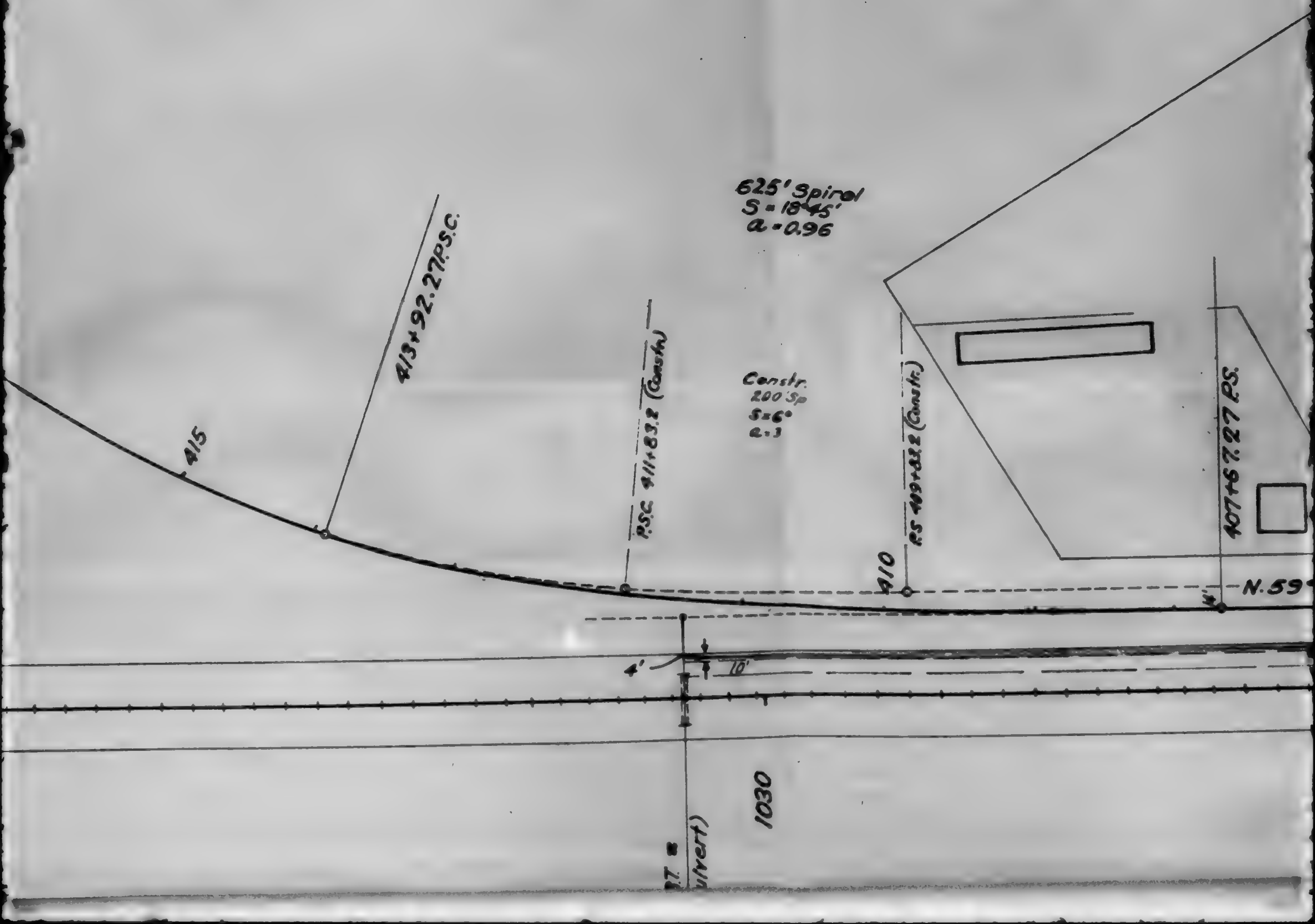
ENCROACHMENT ON S.P. R.R. CO.

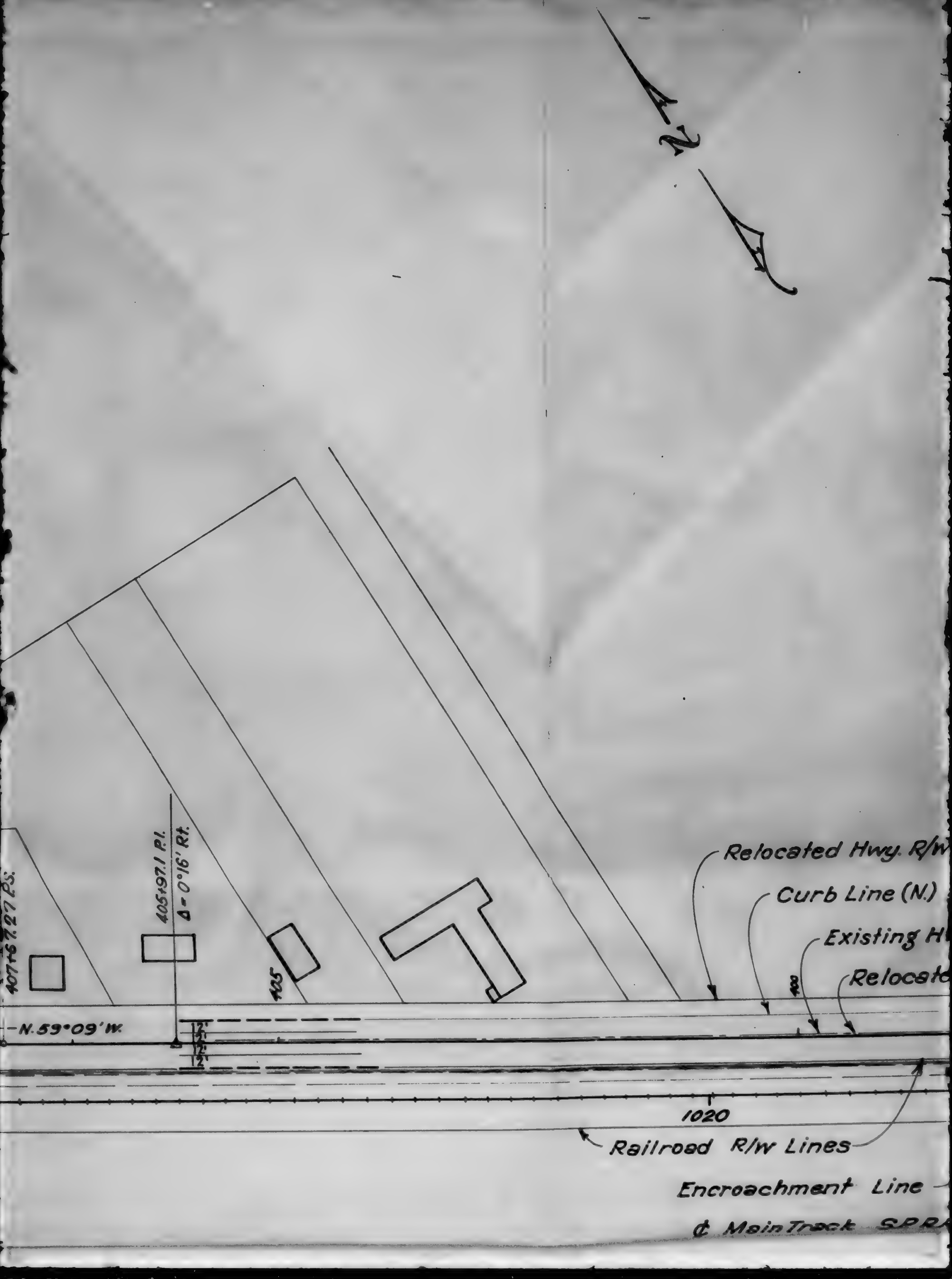
WASHINGTON COUNTY

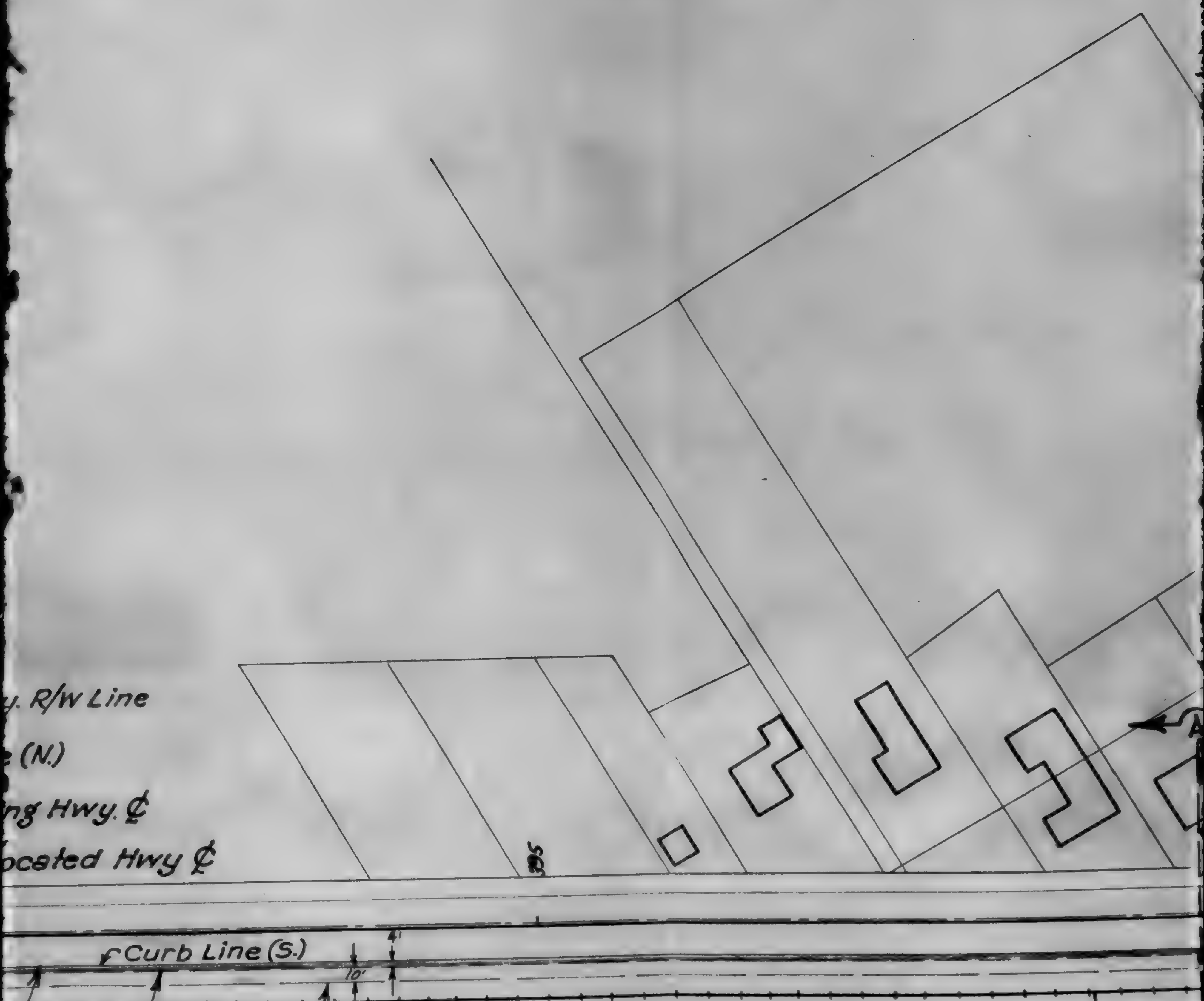
Scale 1"=100'
Nov. 1957
Revised Sept. 1959
Dwg. No. 88-7-9
" Dec. 1959

See R/W Map 88-15-10

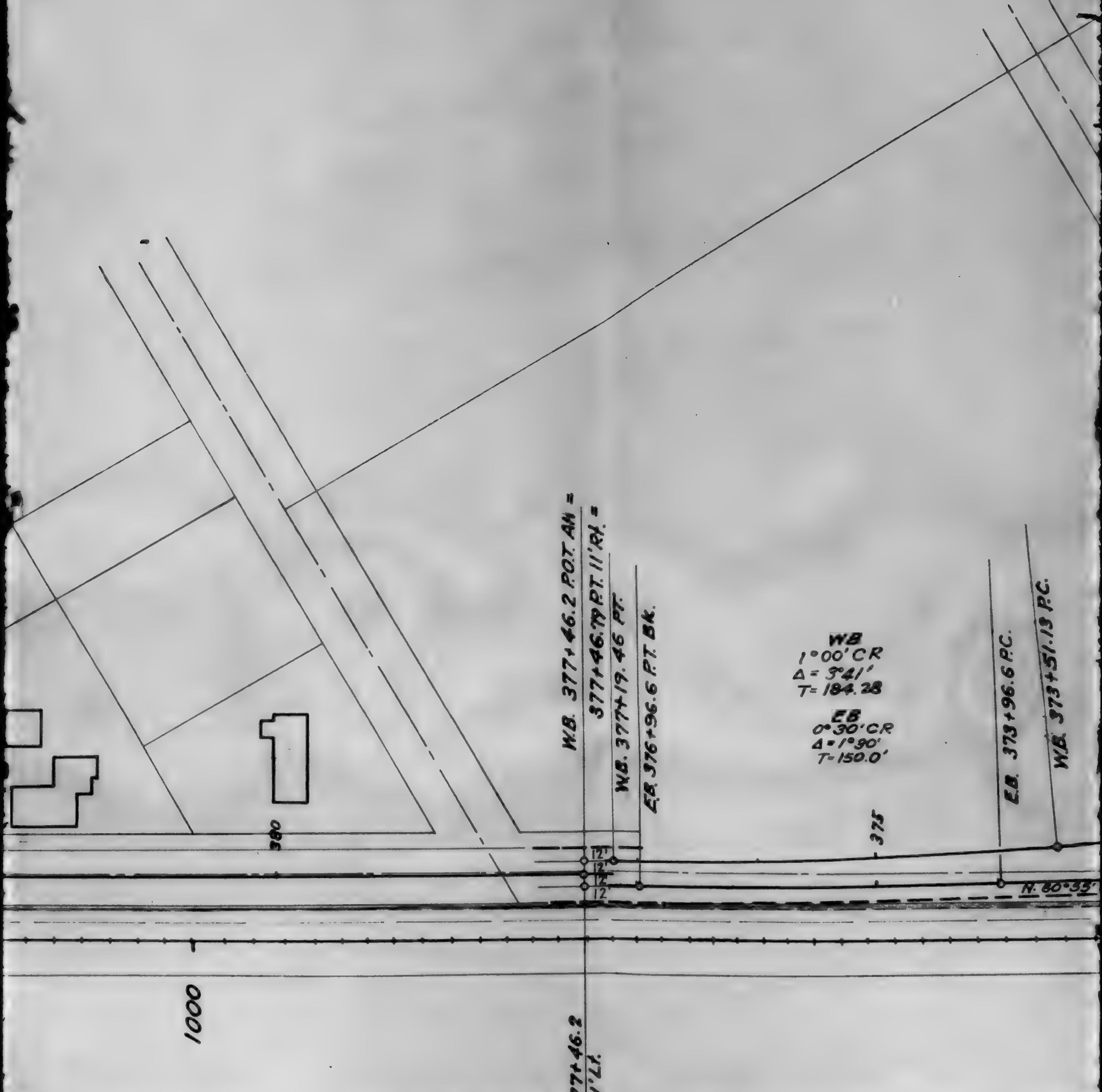


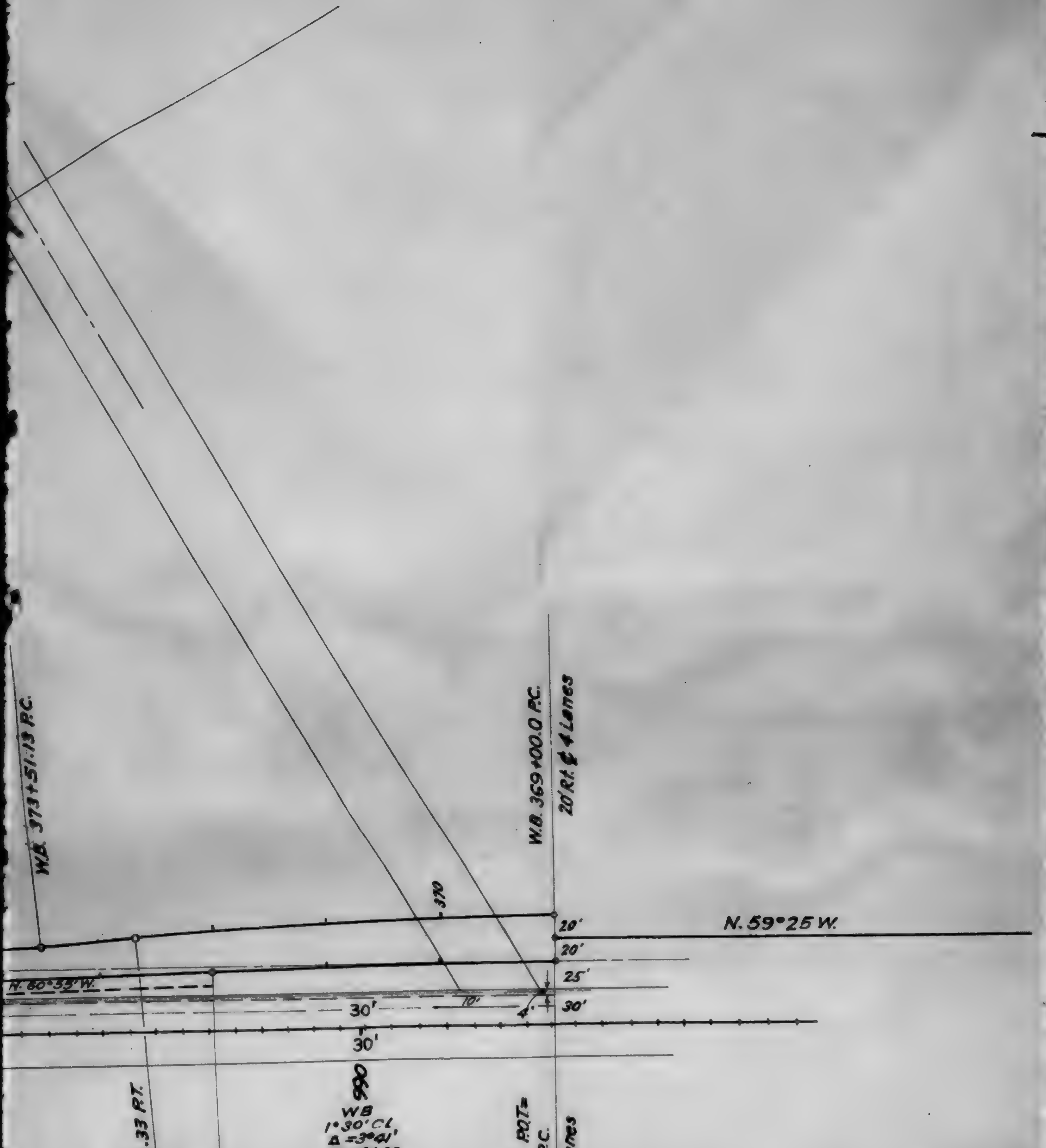

625' Spiral
S=18°45'
a=0.96
413+92.27 P.S.C.
415
P.S.C. 411+83.2 (Constr.)
Constr.
200' Sp
S=6°
a=3
P.S. 409+83.2 (Constr.)
410
407+67.27 P.S.
N.59°
4'
10'
1030
7.7 =
ulvert)


N
407+67.27 P.S.
405+97.1 P.I.
Δ = 0°16' Rt.
405
400
N.59°09'W.
12'
12'
12'
12'
1020
Relocated Hwy. R/W
Curb Line (N.)
Existing H
Relocat
Railroad R/W Lines
Encroachment Line
℄ Main Track S.P.R.


y. R/W Line
(N.)
ng Hwy. ℄
ocated Hwy ℄
95
A
Curb Line (S.)
4'
10'
1010
ine
S.P.R.R.

A
285
N. 59°25'W.
A


W.B. 377+46.2 P.O.T. AH =
377+46.79 P.T. 11' RT. =
W.B. 377+19.46 P.T.
E.B. 376+96.6 P.T. Bk.
WB
1°00' CR
Δ = 3°41'
T = 184.28
EB
0°30' CR
Δ = 1°30'
T = 150.0'
E.B. 373+96.6 P.C.
W.B. 373+51.13 P.C.
380
375
12'
12'
12'
12
N. 60°33'
1000
377+46.2
11' LT.


W.B. 373+51.13 P.C.
W.B. 369+00.0 P.C.
20' Rt. ℄ 4 Lanes
370
20'
N. 59°25 W.
20'
25'
N. 60°33' W.
10'
4'
30'
30'
30'
990
WB
1°30' CL,
Δ =3°41'
T= 181.28
EB
0°30' CL
72+68.33 P.T.
.0 P.T.
+36± P.O.T.=
00.0 P.C.
℄ 4 Lanes

OREGON STATE HIGHWAY DEPARTMENT

Located Line

HILLSBORO - REEDVILLE SECTION

TUALATIN VALLEY HIGHWAY

ENCROACHMENT ON S.P. R.R.CO.

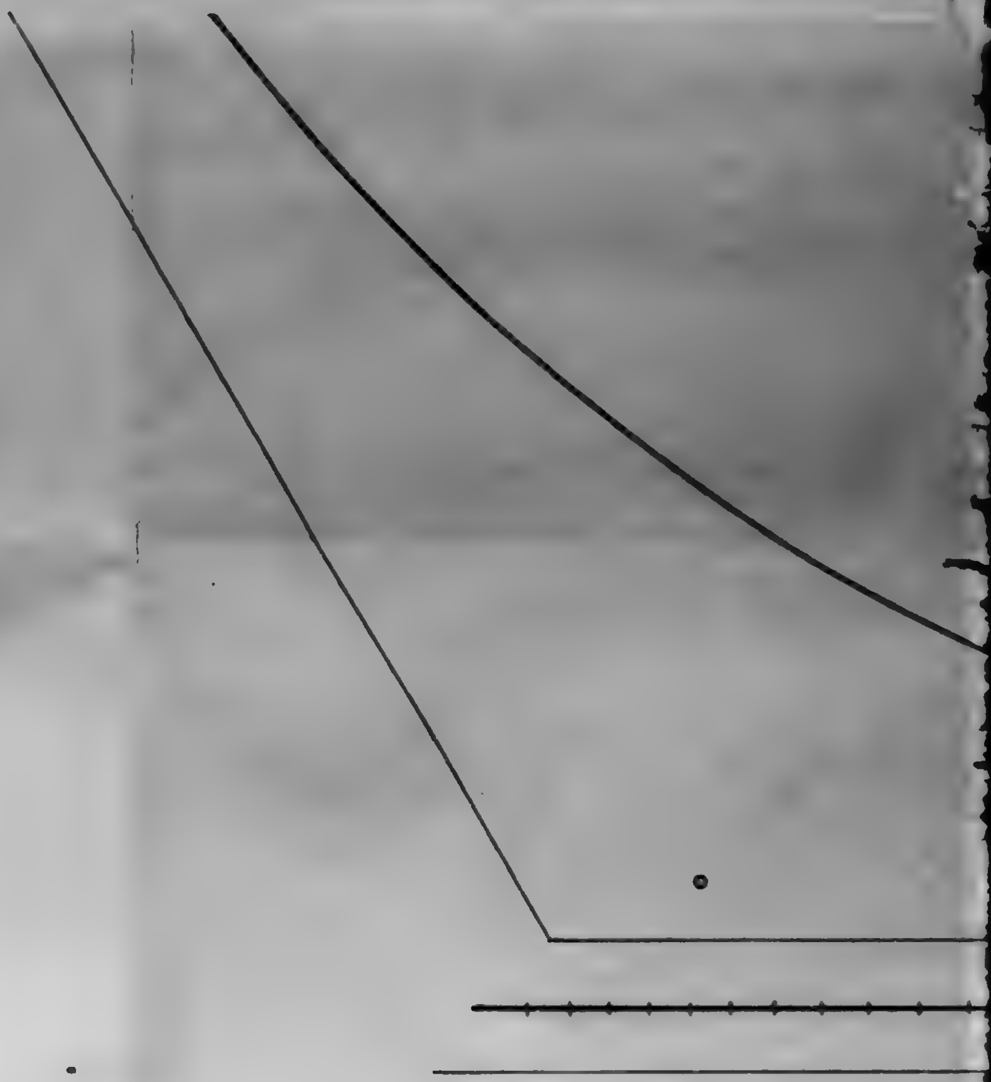
WASHINGTON COUNTY

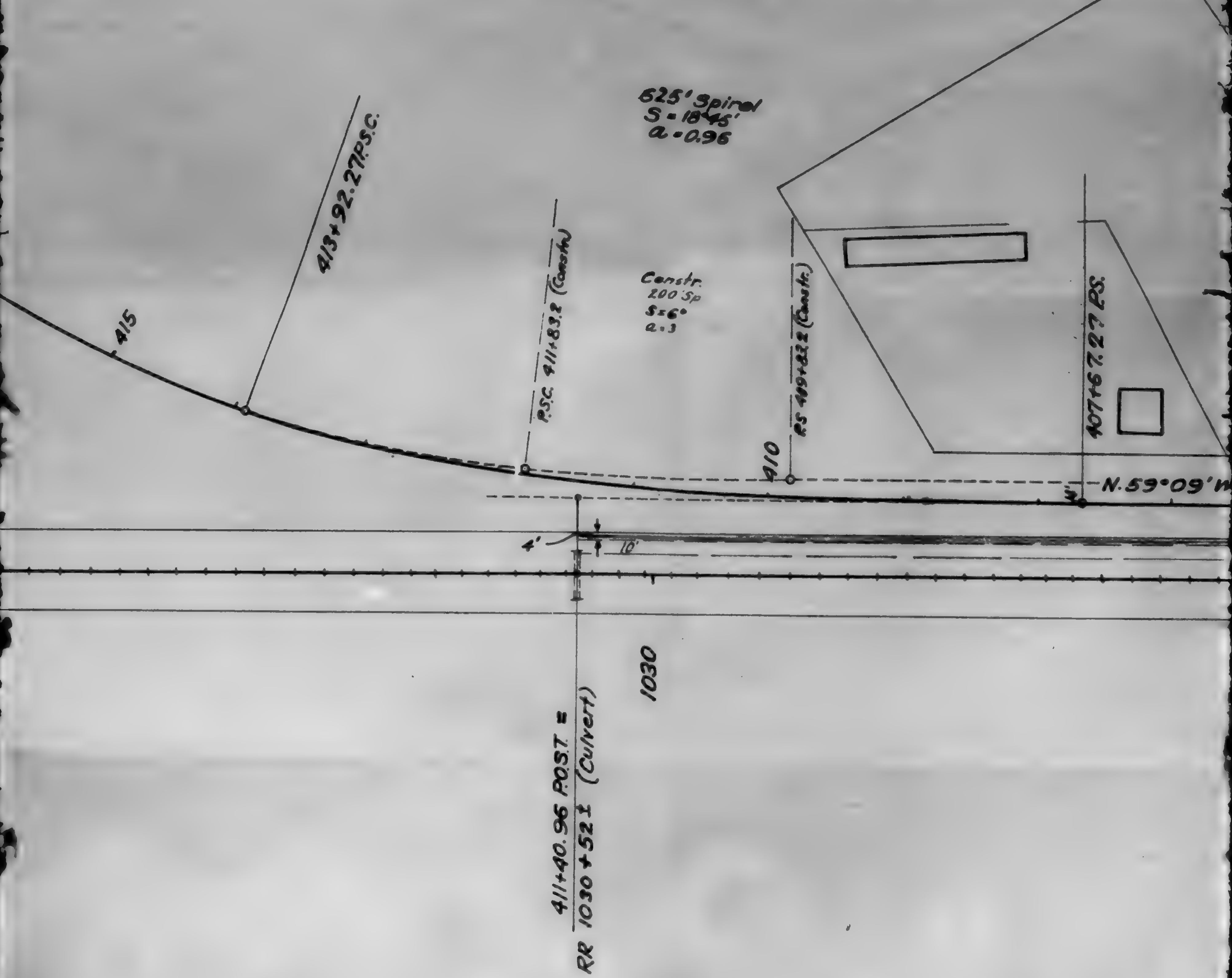
Scale 1"=100'

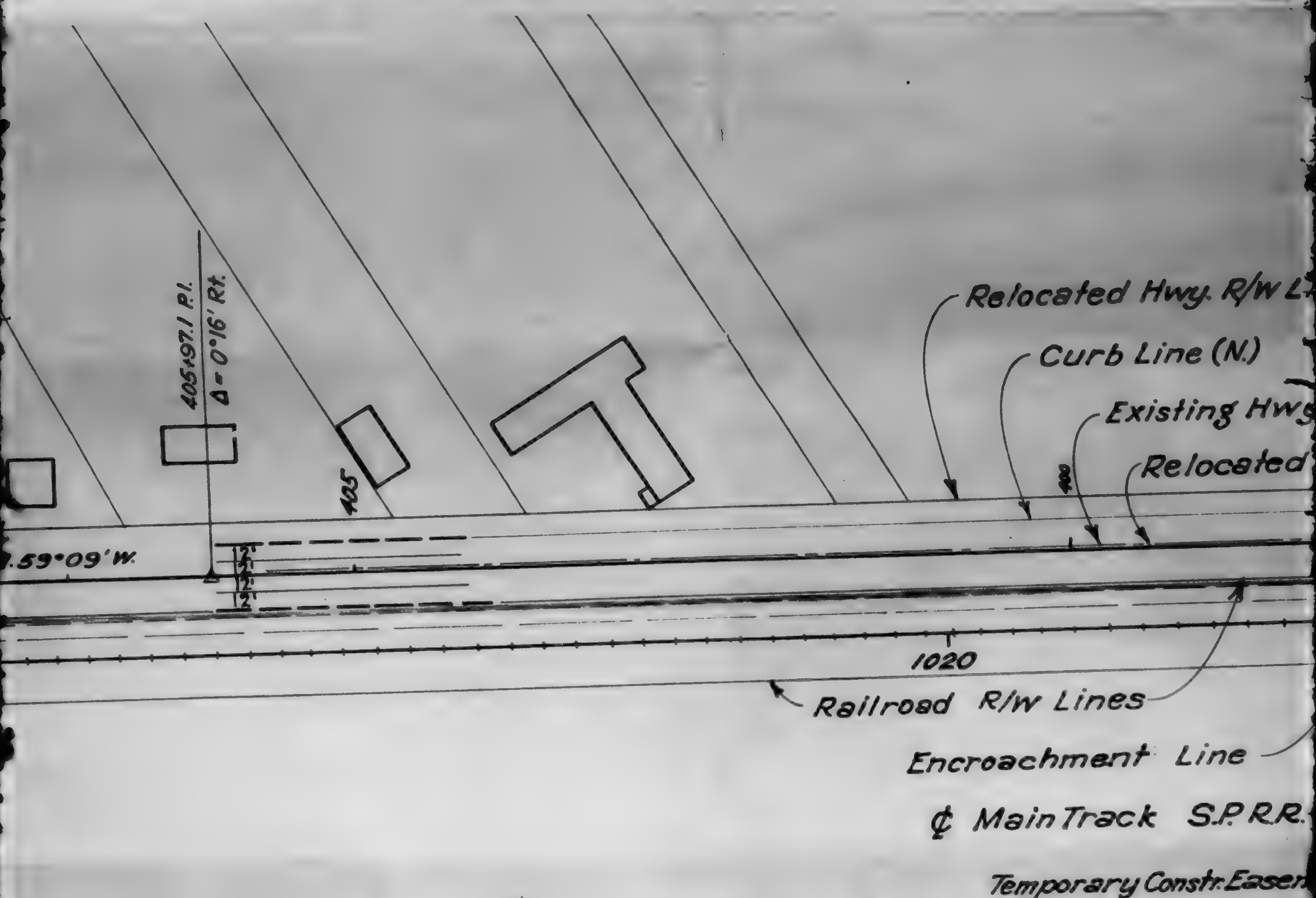
Nov. 1957
Revised Sept. 1959
" Dec. 1959

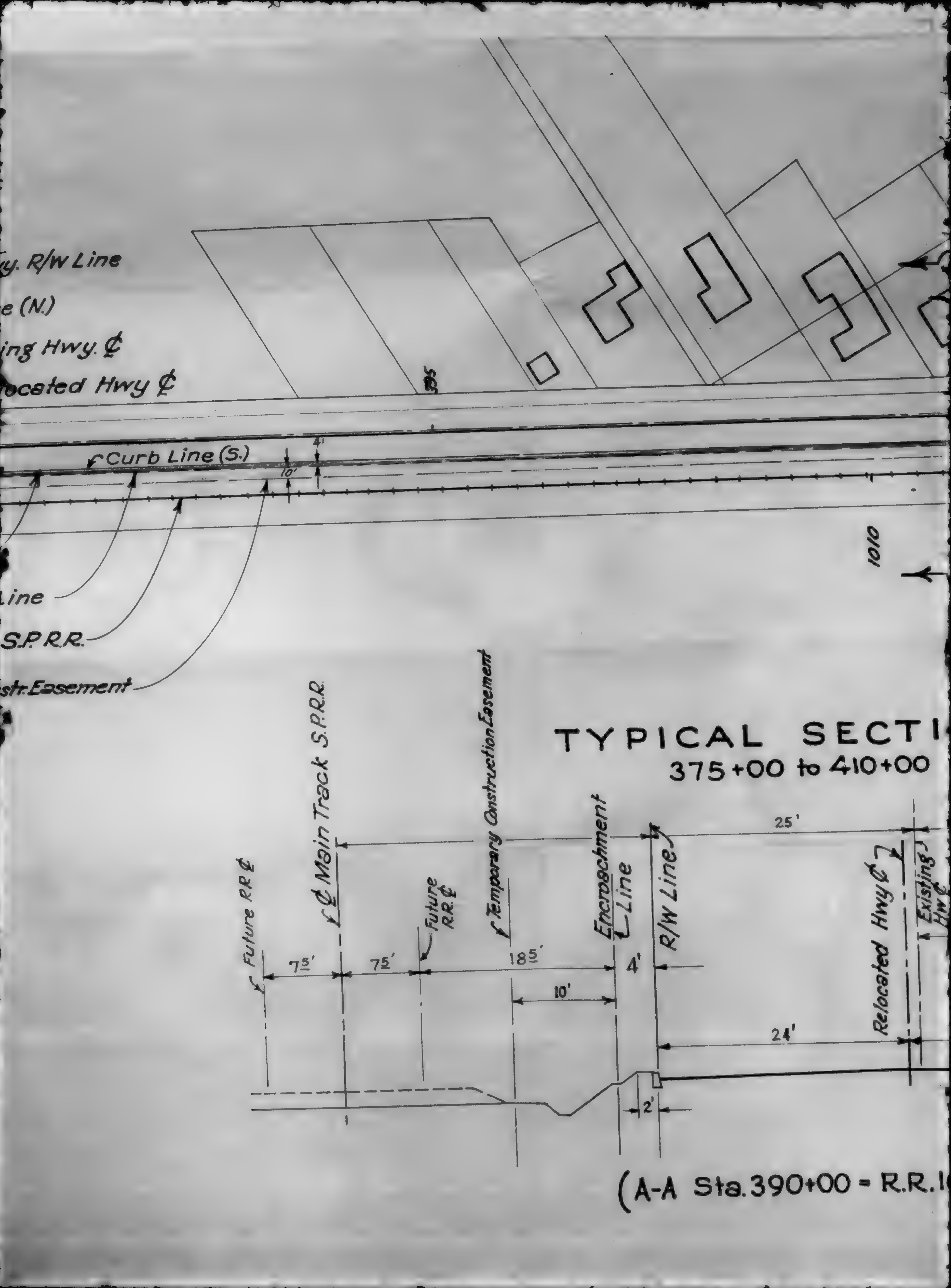
DWG. No. 88-7-9

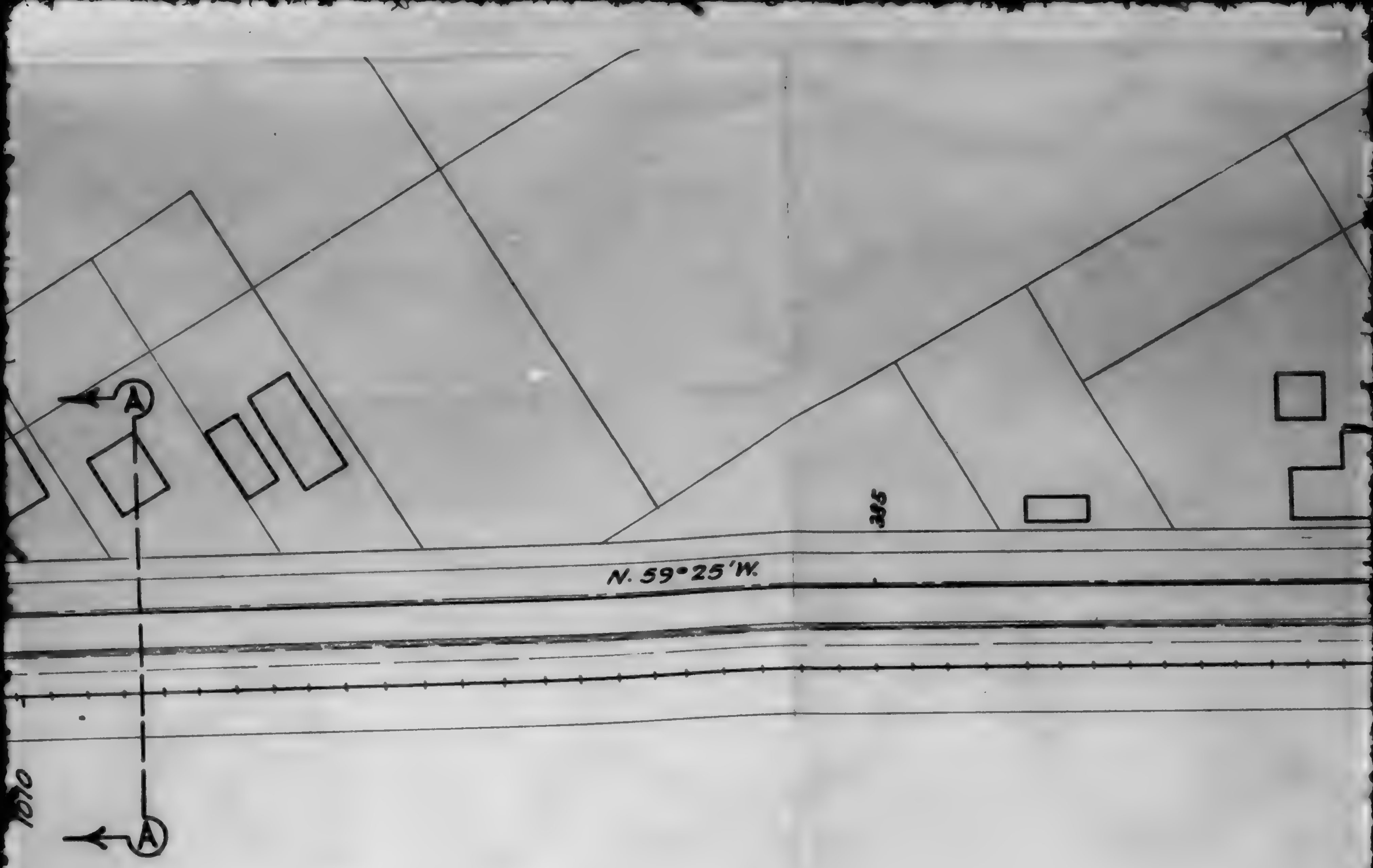
See R/W Map 88-15-10




525' Spiral
S = 18°45'
a = 0.96
413+92.27 P.S.C.
P.S.C. 411+83.2 (Constr.)
Constr.
200' Sp
S=6°
a=3
P.S. 409+83.2 (Constr.)
407+67.27 P.S.
415
410
N.59°09'W
4'
4'
10'
1030
411+40.96 P.O.S.T. =
RR 1030+52± (Culvert)

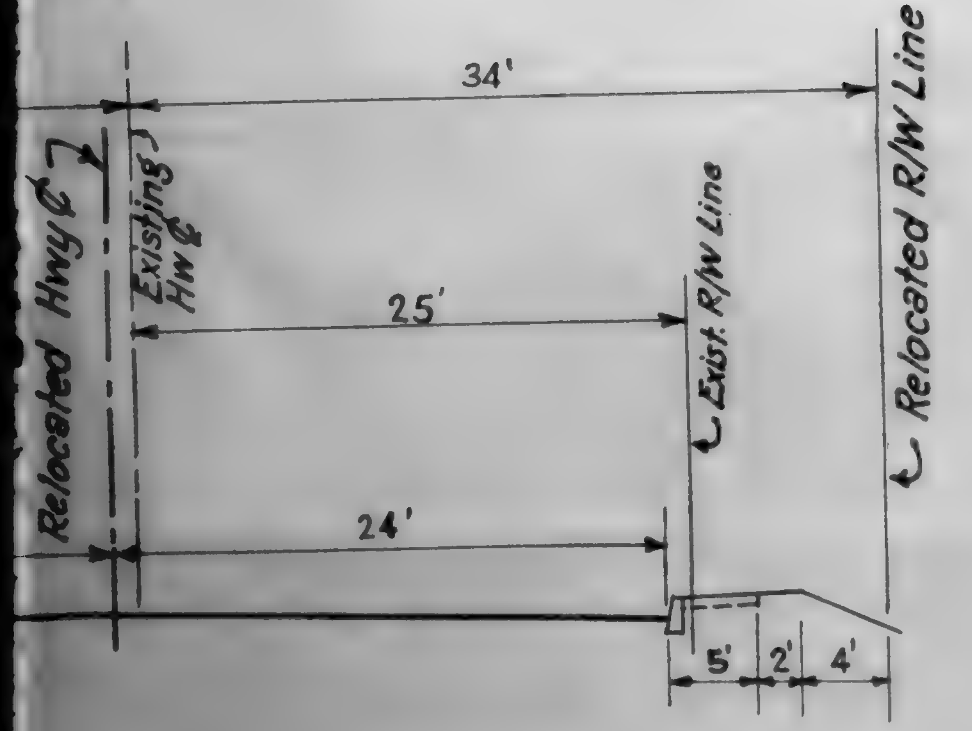

405+97.1 P.I.
Δ = 0°16' Rt.
405
.59°09'W.
2'
2'
2'
2'
100
1020
Relocated Hwy. R/W L
Curb Line (N.)
Existing Hwy
Relocated
Railroad R/W Lines
Encroachment Line
℄ Main Track S.P.R.R.
Temporary Constr. Easem


wy. R/W Line
e (N.)
ing Hwy. ₵
ocated Hwy ₵
385
Curb Line (S.)
4'
10'
1010
Line
S.P.R.R.
str. Easement
TYPICAL SECTI
375+00 to 410+00
₵ Main Track S.P.R.R.
Temporary Construction Easement
Encroachment Line
R/W Line
25'
Future R.R ₵
Future R.R ₵
Relocated Hwy ₵
Existing Hwy ₵
7.5'
7.5'
18.5'
4'
10'
24'
2'
(A-A Sta.390+00 = R.R.1

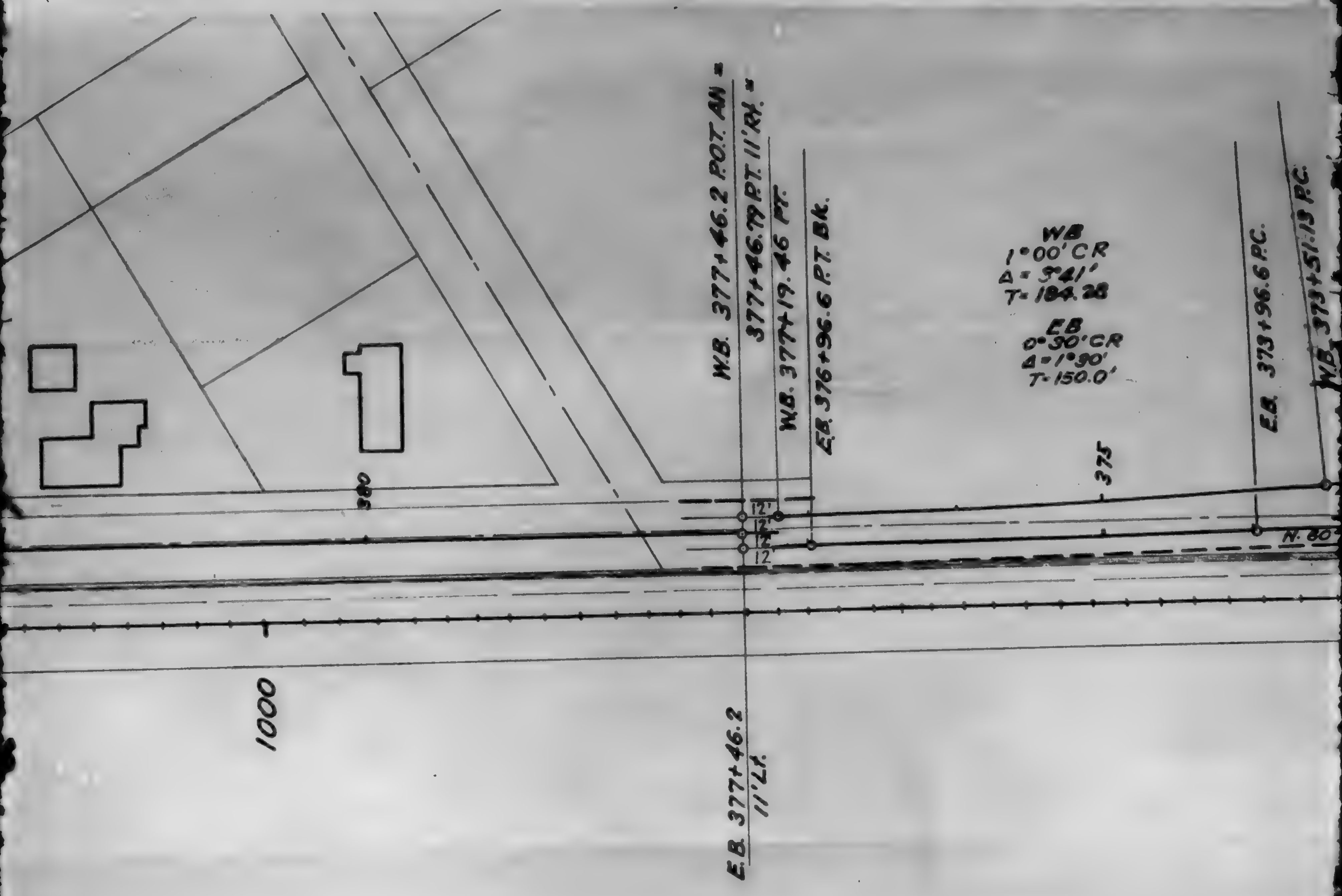


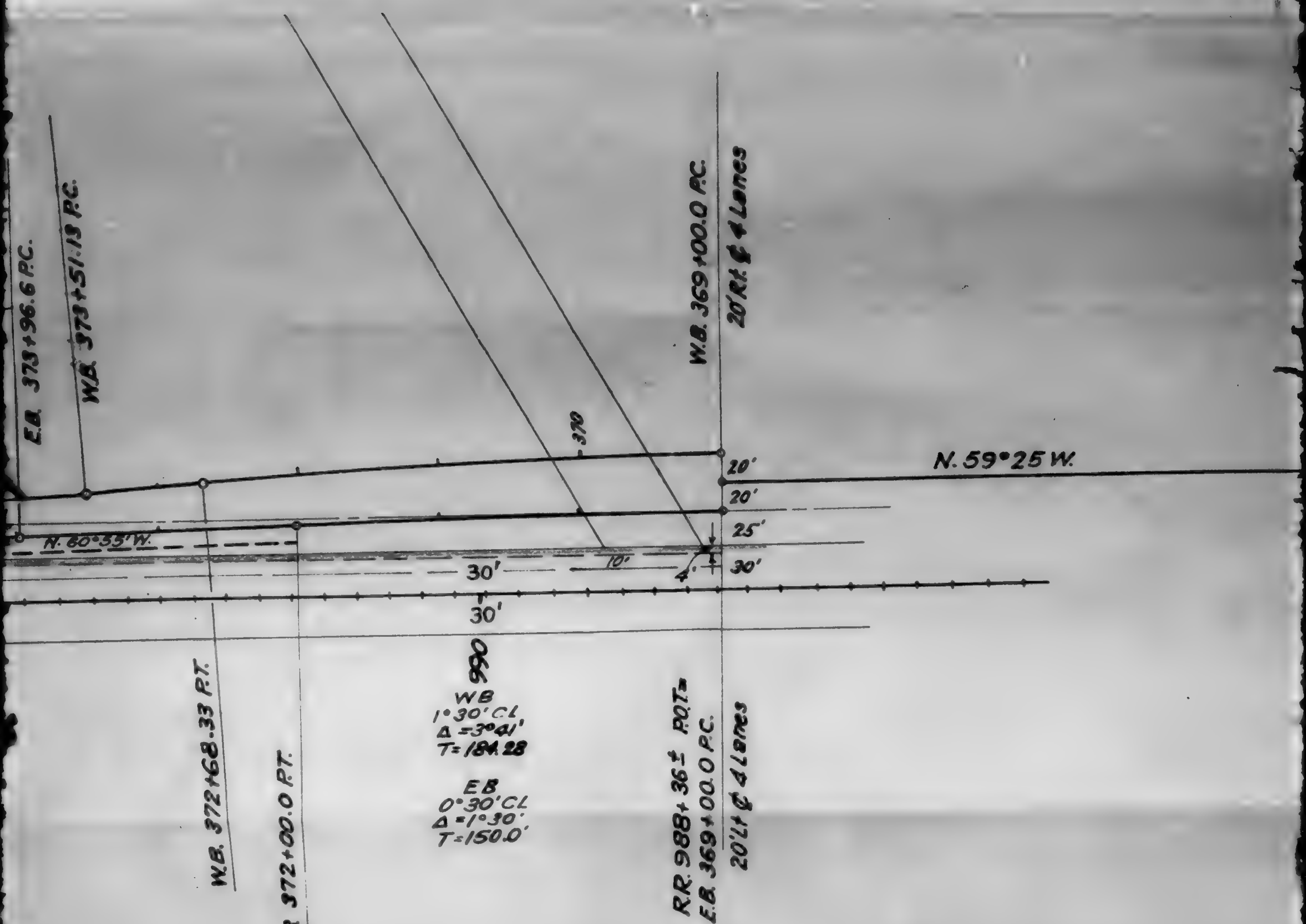
CTION

0+00

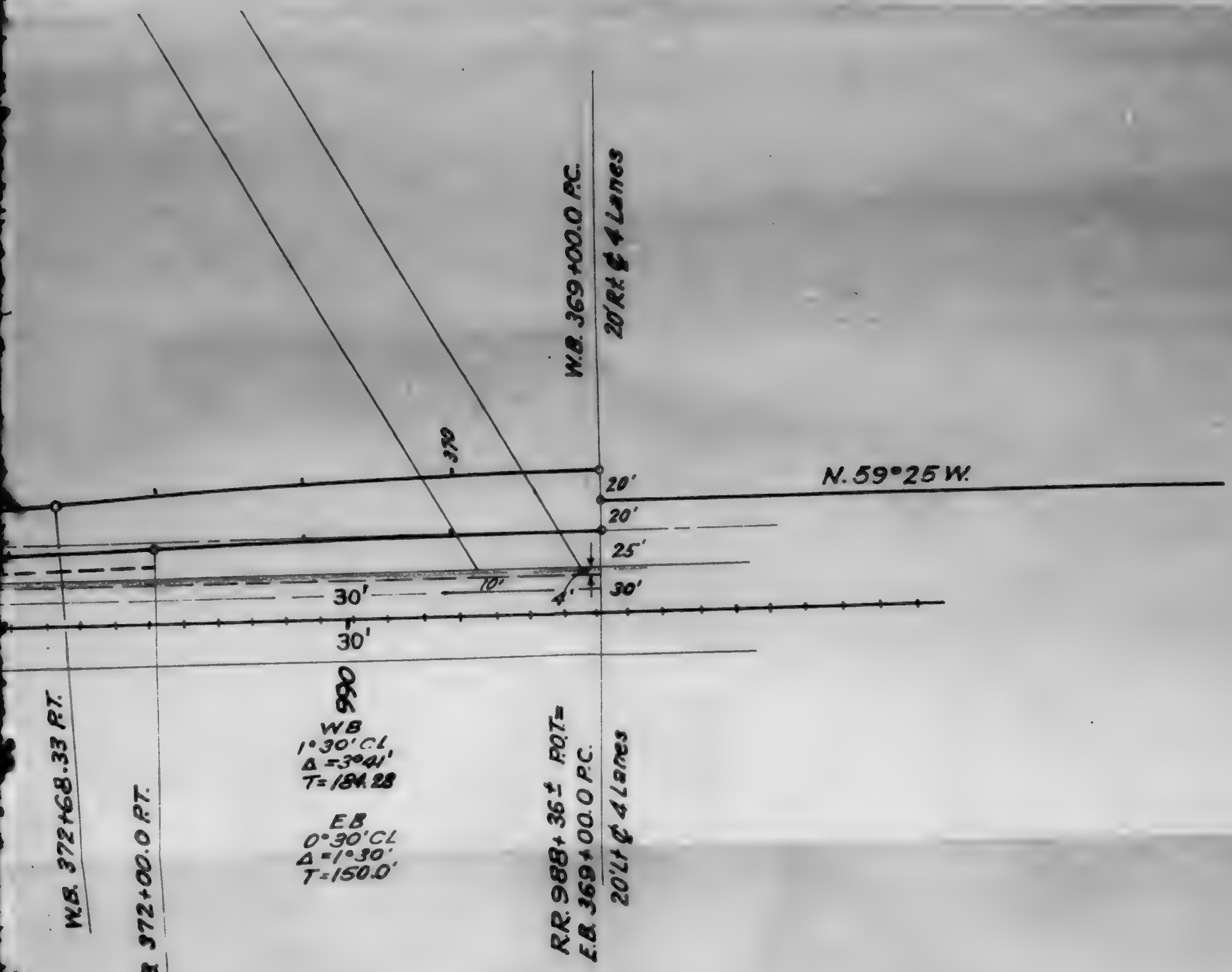


R.R.1009+21±)


W.B. 377+46.2 P.O.T. AH =
377+46.79 P.T. 11' RY. =
W.B. 377+19.46 P.T.
E.B. 376+96.6 P.T. BK.
W.B
1°00' CR
Δ = 3°41'
T = 184.28
E.B
0°30' CR
Δ = 1°30'
T - 150.0'
E.B. 373+96.6 P.C.
W.B. 373+51.13 P.C.
375
380
12'
12'
12'
12
N. 80
1000
E.B. 377+46.2
11' Lt.



E.B. 373+96.6 P.C.
W.B. 373+51.18 P.C.
W.B. 369+00.0 P.C.
20' Rt. ₵ 4 Lanes
370
N. 59°25 W.
20'
20'
25'
30'
N. 60°35' W.
10'
30'
4'
30'
990
W.B. 372+68.33 P.T.
E.B. 372+00.0 P.T.
WB
1°30' C.L.
Δ = 3°41'
T = 184.28
EB
0°30' CL
Δ = 1°30'
T = 150.0'
R.R. 988+36± P.O.T.=
E.B. 369+00.0 P.C.
20' Lt. ₵ 4 Lanes


W.B. 369+00.0 P.C.
20' Rt. ℄ 4 Lanes
N. 59°25 W.
370
20'
20'
25'
10'
4'
30'
30'
30'
990
W.B
1°30' CL
Δ=3°41'
T=184.28
E.B
0°30' CL
Δ=1°30'
T=150.0'
W.B. 372+68.33 P.T.
E.B. 372+00.0 P.T.
R.R. 988+36± P.O.T.=
E.B. 369+00.0 P.C.
20' Lt ℄ 4 Lanes

FORM E-123-X 50M 6-59

COMMISSIONERS
M. K. MCIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

RECEIVED
[illegible] 1960
FOR FILING
F-183(13)
57-5

June 17, 1960

Mr. A. W. Kilborn, Superintendent
Southern Pacific Co.
Union Station
Portland 9, Oregon

Dear Sir:

We are mailing under separate cover a copy of the special provisions and plans covering grading and paving work on the Hillsboro-Reedville Section of the Tualatin Valley Highway in Washington County; bids for which are to be received in Salem on June 30, 1960.

In general, the work is to be performed without interference with railroad facilities and involves intermittent minor encroachments on railroad property for fill slopes and connections to existing roads.

Provisions call for the contractor to protect your company's tracks, facilities, communication lines and other property which might be damaged by the contractor's operations as set forth in the insert titled "Relations With Railroad Company"; also the contractor is to furnish protective and liability insurance as set forth on pages 54, 55 and 56 of the special provisions and in the insert titled "Railroad Protective Insurance".

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

cc: G. S. Paxson
J. W. DeSouza

Mr. W. M. Jackle, Chief Engr.
Southern Pacific Co.
65 Market Street
San Francisco 5, California

RECEIVED
JUN 13 1960
FOR FILING

When replying, refer to:
08-35.1

408 State Highway Building
Salem, Oregon

June 8, 1960

F-183(13)

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Dear Sir:

We have today approved the P. S. and E. documents for Oregon Project F-183(13), Reedville-Hillsboro section of the Tualatin Valley Highway in Washington County, providing for 3.297 miles of grading and paving and a 210 foot RCDG structure over Rock Creek, a total of 3.337 miles.

This is to authorize your advertising for bids.

Concurrence in award will be withheld pending notification that all rights-of-way or rights-of-entry have been acquired.

Very truly yours,

C. G. Polk
Division Engineer

Foster

NOTED

RECEIVED
MAY 23 1960

FOR FILING

F-183(13)

5765

May 19, 1960

E. M. Bowman, City Recorder
City Hall
Hillsboro, Oregon

Gentlemen:

We are enclosing for the records and files of the City of Hillsboro a fully executed copy of an agreement between the State Highway Commission and the City of Hillsboro covering the Hillsboro-Reedville Section of the Tualatin Valley Highway in the City of Hillsboro.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

rn
Enc.

RECEIVED
MAY 24 1960
FOR FILING

F-183(13)
5765

MISC. CONTRACTS and AGREEMENTS No. 2225

Salem, Oregon
May 19, 1960

Cooperative Construction Agreement
Hillsboro-Reedville Section
Tualatin Valley Highway
City of Hillsboro

Mr. C. G. Swenson
Engineer, City & County Relations
Office

Attention: Mr. John D. Graham
County & City Relations Office Engr.

Attached is a conformed copy of an agreement with the City of Hillsboro covering the Hillsboro-Reedville Section of the Tualatin Valley Highway in the City of Hillsboro.

A fully executed copy of the above agreement has been retained in this office for the Commission's files and one fully executed copy has been sent to the City Recorder, Hillsboro, Oregon.

Secretary

rn
Attach: 1

FORM E-30X 50M 7-59 22125

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 11, 1960

SUBJECT: Cooperative Construction Agreement
Hillsboro-Reedville Section
Tualatin Valley Highway
City of Hillsboro

To: Mr. G. S. Paxson
OFFICE

Attached are three copies of an agreement covering the subject project. Two copies of the agreement have been signed by the city and are now ready for signature by the Highway Commission. Both copies require your signature of approval.

The project was approved on 12/12/58.

John D. Graham
County & City Relations Office Engineer

JDG:mm
Att.

RECOMMENDED FOR APPROVAL
G S Paxson
Assistant State Highway Engineer

AUTHORIZED BY HIGHWAY COMMISSION
DATE 12-12-58, Min. Page 30920
Floyd Query
Secretary

IDAHO
MONTANA
OREGON
WASHINGTON
RECEIVED
[illegible] 1960
FOR FILING
F-183(13)
5765

U. S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
REGION EIGHT

When replying, refer to
08-35.7

408 State Highway Building
Salem, Oregon

May 12, 1960

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Re: Oregon Project F-183(14)
Hillsboro-Reedsville Section of the
Tualatin Valley Highway

Dear Sir:

Attached are right-of-way plans covering the above mentioned project. It is noted that many improvements immediately adjacent to the right-of-way are not shown on the maps. Inasmuch as the improvements are affected by the project, they must be shown.

As soon as the maps are brought up to date please return them to this office for project agreement.

Very truly yours,
C G Polk
C. G. Polk
Division Engineer

Encls.

Posted

[illegible]
[illegible]
BPR 6/10/60
[illegible]

RECEIVED
[illegible] 1960
FOR FILING
F-183(13)
-5765.

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 11, 1960

To: Mr. G. S. Paxson
Assistant State Highway
Engineer

801

Office

SUBJECT: File No. 30524 - Southern
Pacific Railroad Company
Hillsboro-Reedville Section
Tualatin Valley Highway
Washington County

Attached hereto is a copy of a letter received by our agent John Scott from Mr. Jaekle of the Southern Pacific Railroad Company.

You will note that the Railroad Company has now indicated a desire to grant easements for the areas which we require on this project rather than granting easements on a portion and transferring the remainder in fee. The descriptions have not, as yet, been received but we are asking our fee appraiser to examine the taking as it appears on the drawings received from the Railroad Company. The price of $1,000 would appear to be on the high side.

As soon as the descriptions have been received and checked and our appraisal background completed, we will forward the information to you for handling.

D H Moehring
D. H. MOEHRING
Assistant Right of Way Engineer

DHM;mr

Attachment

NOTED
G. S. PAXSON

S-2709 B

Southern Pacific Company

65 MARKET STREET, SAN FRANCISCO 5, CALIFORNIA

IN REPLY PLEASE REFER TO

W. M. JAEKLE
CHIEF ENGINEER
R. C. NISSEN
ASSISTANT CHIEF ENGINEER
H. M. WILLIAMSON
ENGINEER MAINTENANCE OF
WAY AND STRUCTURES
W. J. JONES
ASST. ENGINEER MAINTENANCE OF
WAY AND STRUCTURES
G. J. LYON
ASST. ENGINEER MAINTENANCE OF
WAY AND STRUCTURES

April 28, 1960

7057

911/323
0-PD-60-4

Mr. John K. Scott
Right of Way Agent
State of Oregon
State Highway Department
P. O. Box 4699, Sellwood Station
Portland, Oregon

Dear Mr. Scott:

This refers to telephone conversation between you and Mr. Kruttschnitt in connection with the State's desire to obtain additional right of way for reconstruction of the Tualatin Valley Highway between Hillsboro and Reedville.

For your ready reference we are enclosing a print of Portland Divn. Dwg. P-618 illustrating this proposal. As indicated to you, we are willing to recommend a grant of easement for construction and maintenance of highway slopes on the area shown in yellow tint. The area indicated in blue tint would be a temporary permit to enter for construction purposes.

We have asked Mr. Kilborn to submit directly to you descriptions of Parcels 1, 2 and 3 for your approval. The total area involved according to these descriptions is 1.042 acres which differs slightly from the area figures shown on the enclosed print.

Without the benefit of a detailed field appraisal, we feel that the proposed easement rights to this area have a fair value of $1,000, and we are prepared to recommend the grant of these easements for this figure. Please let us know whether or not the figure is acceptable to the State.

Yours truly,

Enc.

W. M. JAEKLE
PER R.C.N.

RECEIVED
[illegible] 1960
FOR FILING
F-183(13)
5765

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 8, 1960

SUBJECT: State-City of Hillsboro Agreement
Hillsboro-Reedville Section
Tualatin Valley Highway
City of Hillsboro

To: Mr. G. S. Paxson
Assistant State Highway Engineer
OFFICE

801

Attached hereto are six copies of the above-entitled agreement which you requested February 25, 1960. It is understood that County and City Relations will furnish the exhibit maps.

Additional copies of this agreement are available in this office.

Leonard W. Pearlman
LEONARD W. PEARLMAN
Staff Attorney

LWP:bjk
Attachments
cc: L. I. Lindas

RECEIVED
MAR 8 1960
ENGINEER
COUNTY & CITY RELATIONS

RECEIVED
MAR - 8 1960
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
G. S. PAXSON

RECEIVED
MAR 2 1960
FOR FILING
F-183(13)

5765

Salem, Oregon
February 25, 1960

Cooperative Construction Agreement
Hillsboro-Reedville Section
Tualatin Valley Highway
City of Hillsboro

Mr. L. I. Lindas
Chief Counsel
OFFICE

1538

Attached is a draft of an agreement covering the subject project. Will you please prepare six copies of the agreement in addition to any required by your division.

G. S. Paxson
Assistant State Highway Engineer

JDO:mm
Att.

cc: C. G. Swenson

RECEIVED
MAR 2 1960
FORM E[illegible] 22128
FOR FILING

Const
R/W
Tualatin Valley

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 25, 1960

To: Mr. G. S. Paxson
OFFICE

SUBJECT: Coop. Constr. Agreement
Hillsboro-Reedville Section
Tualatin Valley Highway
City of Hillsboro

Attached for transmittal to the Legal Division is a draft of the subject agreement.

John D. Graham
John D. Graham
Office Engineer, County & City Relations

JDG:mm
Att.

RECEIVED
FEB 16 1960

FOR FILING
F-183(15)

5765

February 15, 1960

1538

Mr. Elden W. Carter, Engineer
Aloha-Huber Water District
Portland Trust Building
319 S. W. Washington Street
Portland 4, Oregon

Dear Sir:

In reply to your letter of January 27 regarding the rearranging of the Aloha-Huber Water District facilities due to our proposed construction of the Hillsboro-Reedville Section of the Tualatin Valley Highway, we find that the District was furnished a map in January of this year, possibly too late to take this work into account on its present budget.

I will have Mr. Curtis Baker, our Utilities Liaison Engineer, contact you in the near future to arrange a meeting, at which time the two of you can go over the matter in detail.

Very truly yours,

W. C. Williams
State Highway Engineer

cc to: Mr. Forrest Cooper
Mr. Tom Edwards

DJB:law ae

ELDEN W. CARTER
CONSULTING CIVIL ENGINEER
PORTLAND TRUST BLDG.
319 S. W. WASHINGTON ST.
PORTLAND 4, OREGON

REFERRED TO Cooper

January 27, 1960

FORREST COOPER

Mr. W. C. Wiliams
State Highway Engineer
Oregon State Highway Dept.
Salem, Oregon.

Dear Mr. Williams:

At a meeting of the Board of Commissioners of the Aloha-Huber Water District held last night, the subject of rearranging water district facilities in connection with the proposed reconstruction of the Hillsboro-Reedville Section of the Tualatin Valley Highway was discussed.

Although it was apparent that this work would eventually be done, the district had received no advance notice of the date set for the highway construction. Consequently no provision had been made in the district's budget for this year covering the expense of such work nor are there any emergency funds available.

The water district's attorney has advised that no expenditures should be made which are not covered in the budget.

From the preliminary drawings which were furnished the district, it appears that the estimated cost of moving meters and valves and providing the gravel backfill which your resident engineers have required in the past amounts to $4,200.00.

It has been suggested by OSHD personnel that I write you concerning this situation while Al Johnson is in Salem this week so it might be discussed with him.

Very truly yours,
Elden W Carter
Elden W. Carter, Engineer
Aloha-Huber Water District

cc- Aloha-Huber Water District
17880 S.W. Blanton St.
Aloha, Oregon

E.W.: This came in too late to discuss with Al Johnson - please take it from here.

RECEIVED
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OFFICE OF
[illegible] ENGINEER

RECEIVED
JAN 28 1960
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
FEB -1 1960
FOR FILING

F-183 (12)

5765

January 29, 1960

Mr. A. W. Kilborn, Superintendent
Southern Pacific Company
Union Station
Portland 9, Oregon

Dear Sir:

I have your letter of January 25 concerning the easements which we had requested in my letter of January 4 on the Hillsboro-Reedville Section of the Tualatin Valley Highway in Washington County. Your proposal that we acquire this property by purchase rather than by slope easement is satisfactory.

I am sending you another copy of our Drawing SB-7-9 which was attached to my letter of January 4, and on this copy I have marked in orange the areas I understand we are to purchase and in green the area over which you are to grant a construction easement. There will also be a construction easement for the encroachment of the fill under your railroad trestle at Rock Creek. The extent of this fill encroachment is shown on the vicinity map, our Drawing 15397, which was attached to my letter of January 4. I have not shown any proposed area for this slope encroachment but would suggest that you determine the area sufficient for the placement of our fill.

When you have descriptions ready for the areas we are to purchase, please advise and our Right of Way Agents will get in touch with your Property Management section.

Very truly yours,

W. C. Williams
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

GSP:gm

cc Mr. W. C. Williams
Mr. Walter Wright

4-59
B-2660

Southern Pacific Company
UNION STATION, PORTLAND 9, OREGON
IN REPLY PLEASE REFER TO

A. W. KILBORN
SUPERINTENDENT

323-3

January 25, 1960

Mr. W. C. Williams, State Highway Engineer
Oregon State Highway Department
Salem, Oregon

Attention: Mr. G. S. Paxson

Dear Sir:

Referring to your letter of January 4 relative State Highway Department's proposal to reconstruct the Tualatin Valley Highway in the section between Hillsboro and Reedville:

You have requested an easement covering slope encroachments on Southern Pacific property. Since slope encroachments will restrict our use of our right-of-way, feel this property should be sold to State and recommend the encroachment under trestle No. 762.61 be covered by a separate easement as well as the temporary construction easement.

Please advise if State would be willing to purchase the property for slope easements.

Yours truly,

AWKilborn

RECEIVED
JAN 27 1960
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JAN 27 1960
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JAN - 8 1960
FOR FILING
E-183(13)
5765

January 5, 1960

Oregon State Highway Commission

Gentlemen:

Our survey has been completed on the Hillsboro-Reedville Section of the Tualatin Valley Highway. This section will complete the four-laning of this highway between Portland and Forest Grove. I am attaching a map for your information. The City of Hillsboro has notified us that a public hearing is not necessary.

The length of this section is 1.32 miles and I recommend your approval of this survey and authorization to purchase the necessary rights of way.

The matter will be on the agenda for your consideration at the January 28-29 meeting.

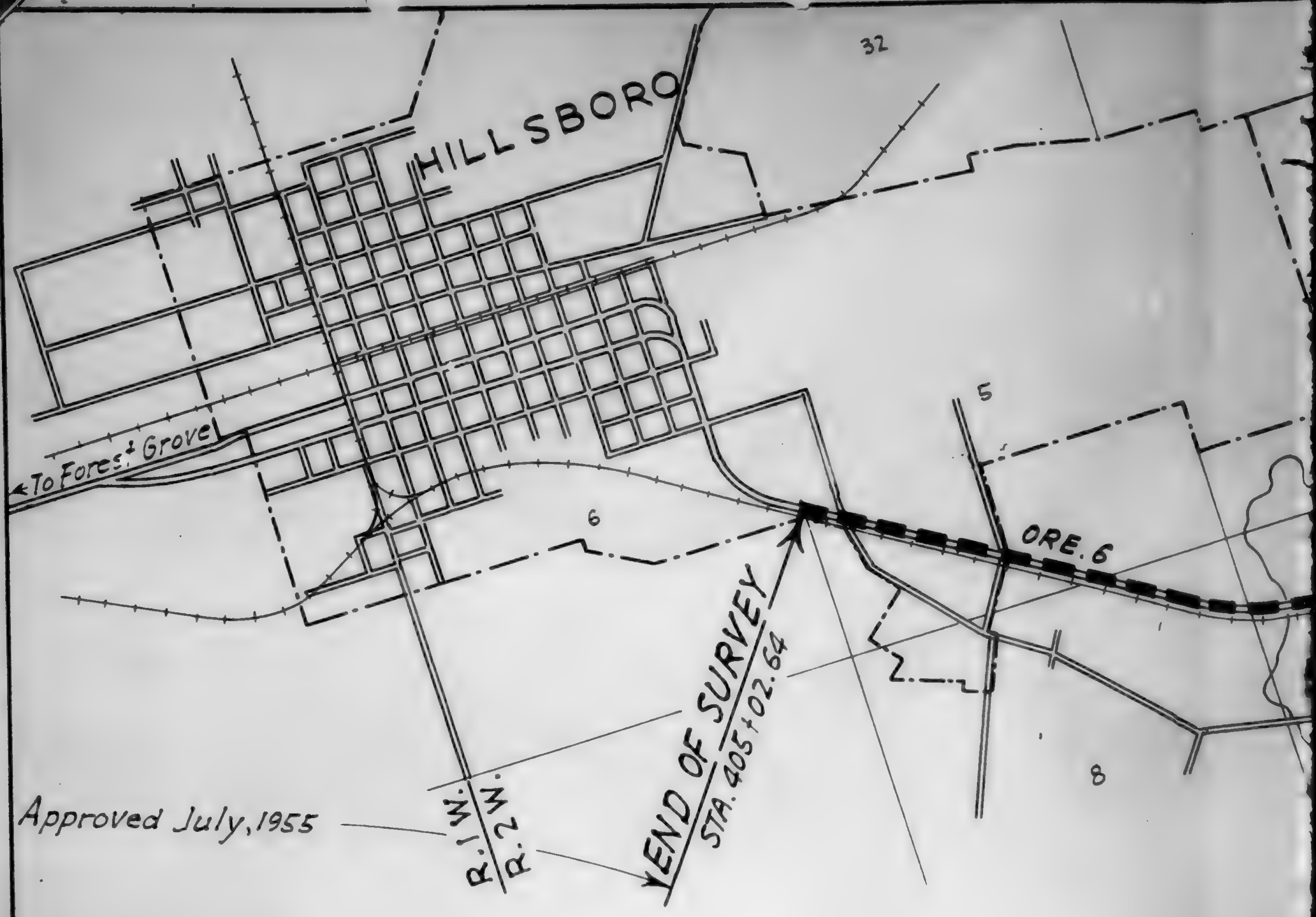
Very truly yours,

W. C. Williams
State Highway Engineer

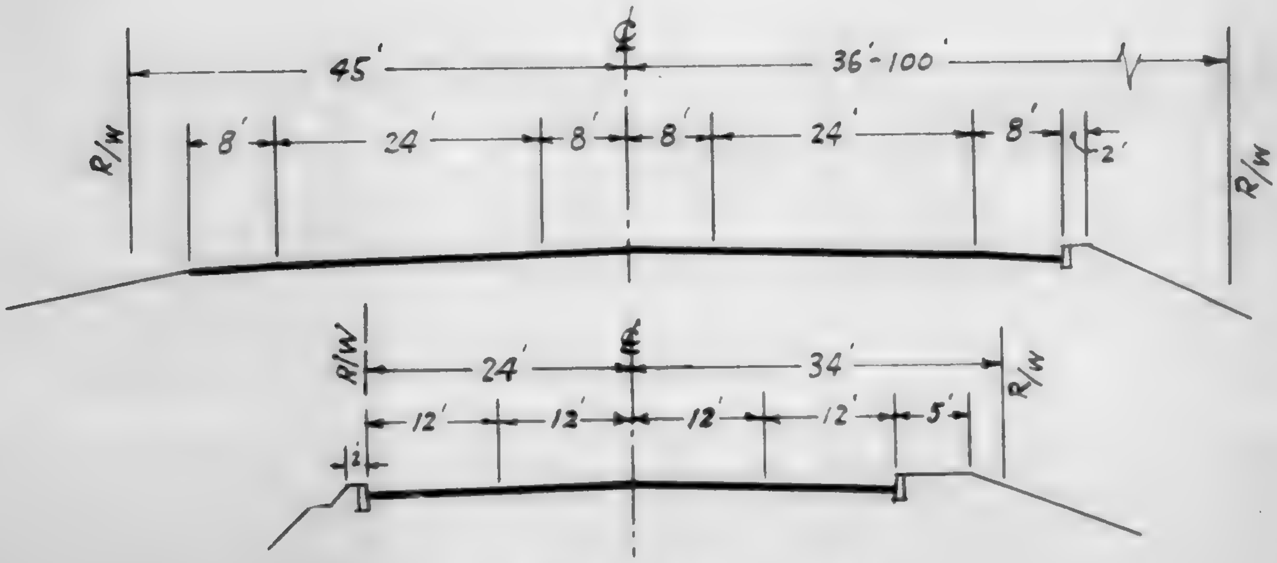
Encl.

cc Mr. Tom Edwards
Mr. Walter T. Wright

DJB:law fn



Approved July, 1955



TYPICAL SECTIONS

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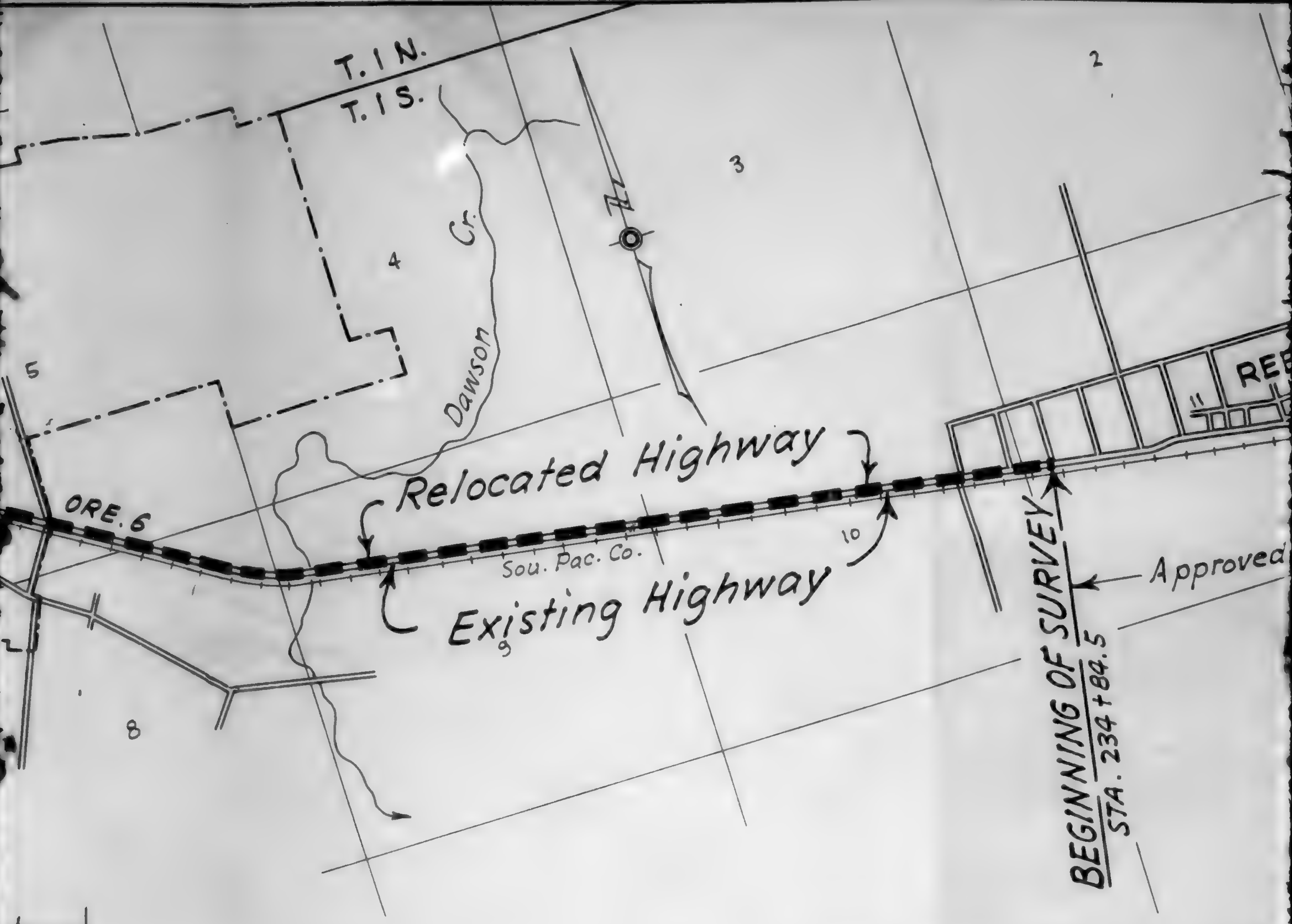
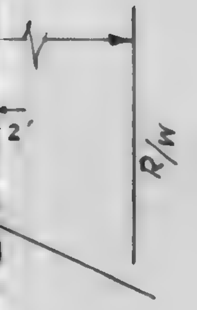




OREGON STATE HIGHWAY DEPAR

Survey Approval Map

HILLSBORO-REEDVILLE S

TUALATIN VALLEY HIGHWAY

WASHINGTON COUNTY

Scale: 1" = 2000'	Nov., 19

DRG. NO. 1R-3-1253

For details see Drg. No. 8B-15-10; Aug

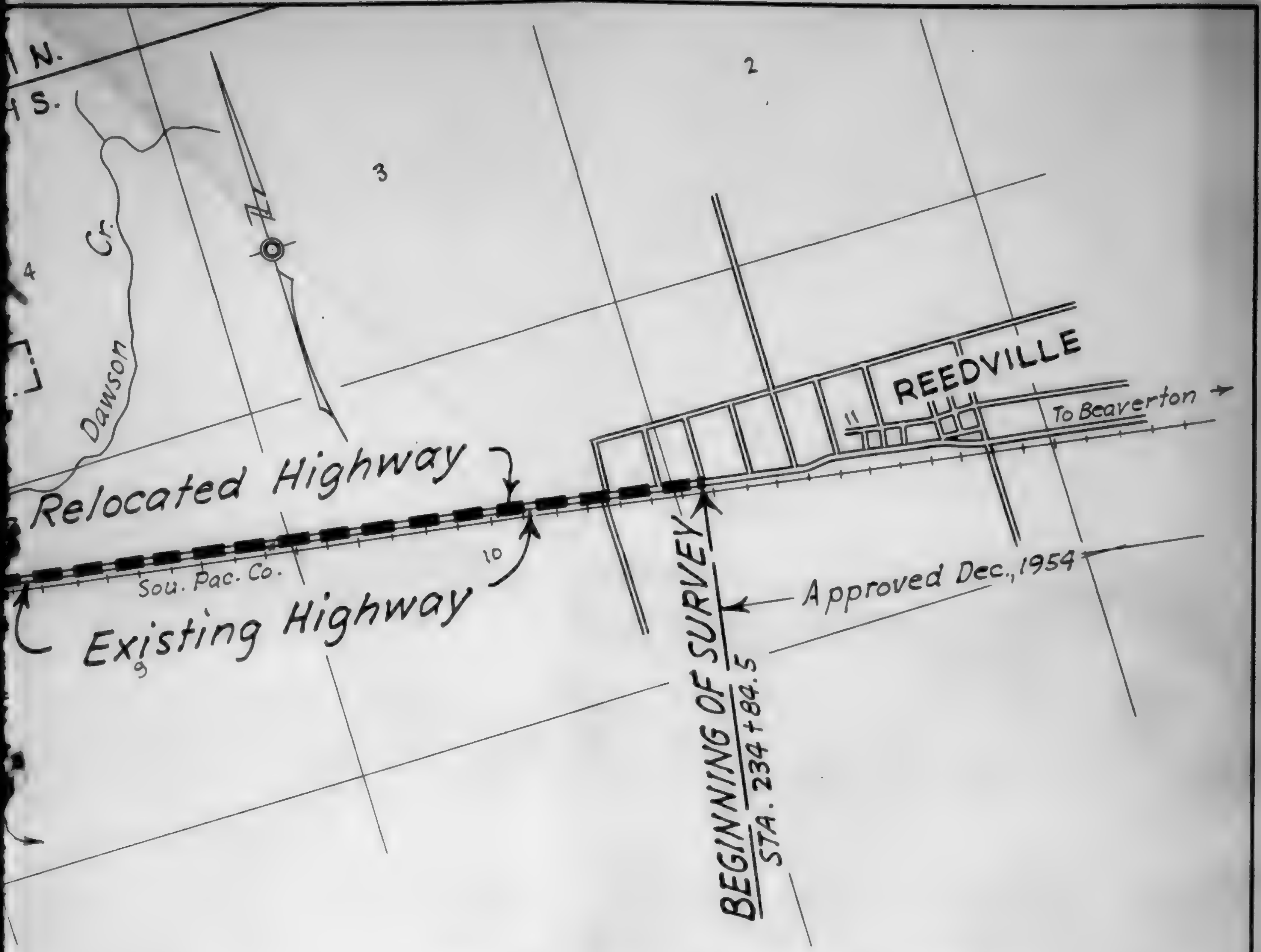
APPROVED

Forr Cooper

DEPUTY STATE HIGHWAY ENGINEER

DATE: January 5, 1960

IR-3-1253



OREGON STATE HIGHWAY DEPARTMENT

Survey Approval Map

HILLSBORO-REEDVILLE SECTION

TUALATIN VALLEY HIGHWAY

WASHINGTON COUNTY

Scale: 1"=2000' Nov., 1959

DRG. NO. IR-3-1253

For details see Drg. No. 8B-15-10; Aug., 1959

PROVED

HIGHWAY ENGINEER

uary 5, 1960

FORM E-90X 50M 7-59 22125

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 4, 1960

SUBJECT: Survey Approval Map
Hillsboro-Reedville Section
Tualatin Valley Highway

To: Mr. Forrest Cooper
Deputy State Highway Engineer
Office

Attached is a suggested letter to the Commission and eleven prints of the above named survey approval map for submission to the Commission.

We have been notified by the city of Hillsboro that no hearing will be requested on this route.

Tom Edwards
Construction Engineer

By D. J. Barbee

D. J. Barbee
Asst. Construction Engineer

DJB:law

Attachments

RECEIVED
JAN - 5 1960
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JAN - 6 1960
FOR FILING

FZ183(13)

5765

January 4, 1960

Mr. A. W. Kilborn
Superintendent
Southern Pacific Company
Union Station
Portland 5, Oregon

Dear Sir:

The State proposes to reconstruct the Tualatin Valley Highway in the section between Hillsboro and Reedville. In a part of this section we are requesting slope easements on your right of way. I am attaching hereto a print from our Drawing SB-7-9 entitled "Hillsboro-Reedville Section, Tualatin Valley Highway Encroachment on S.P.R.R. Co.", dated November 1957 and revised December 1959. I am also attaching a print from our Drawing 15397, which is a vicinity map of the crossing of Rock Creek by this highway.

You will note on Drawing SB-7-9 that the encroachments in the main are for slope easements only; however, in the section between our Stations 375 and 410 our curb and embankment back of the curb will encroach on your right of way four feet. At the Rock Creek location the embankment will extend underneath your railroad trestle at the east end in an amount as shown on the two sections drawn in on the vicinity map.

Your consideration of this request for easement and your advice as to whether we can anticipate favorable action is requested.

Very truly yours,

W. C. Williams
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

GSP:gm
Attachs.

cc Mr. W. C. Williams
Mr. Tom Edwards
Mr. Ivan D. Merchant
Mr. Walter Wright

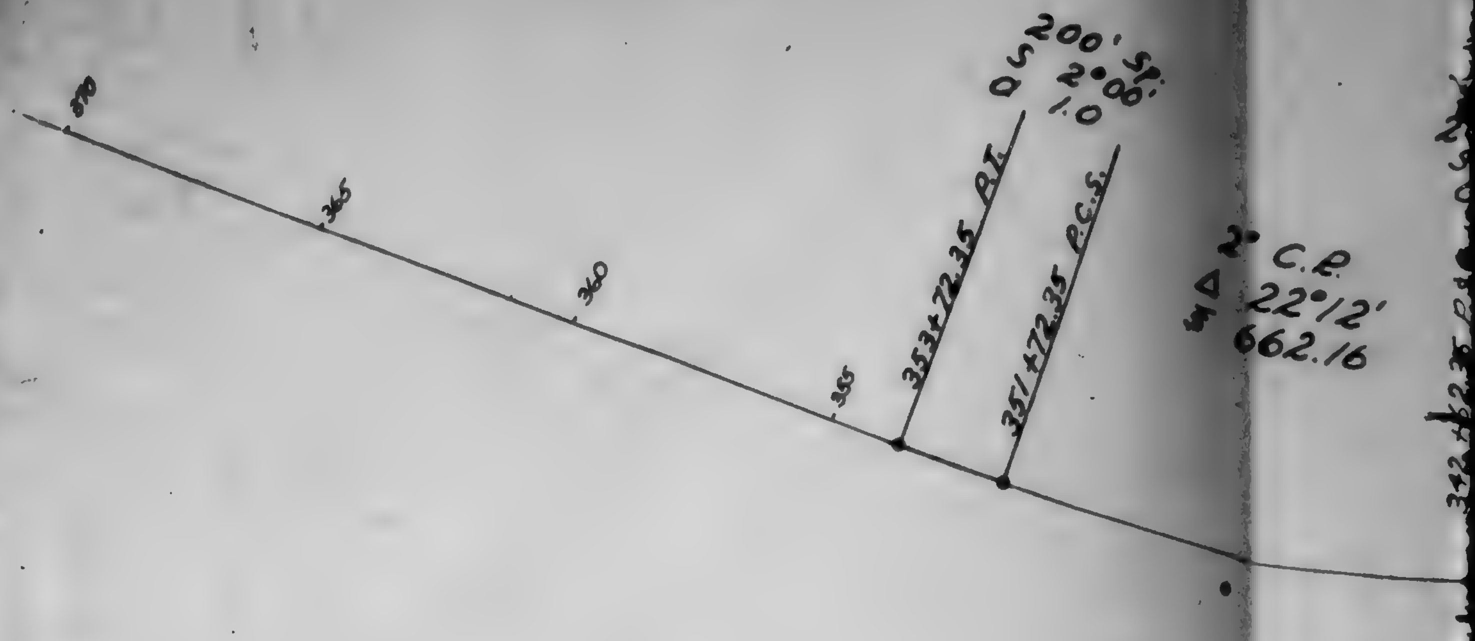
1030 + 52
988 + 36
42 16 4' Easement + 10' Slope easement

988 + 36
959 + 08
29 28 10' Slope easement

959 + 08
957 + 08
2 00 20' Slope Easement

957 + 08
956 + 08
1 00 15' Slope Easement

956 + 08
943 + 58
12 58 10' Slope Easement



New Alignment
PLAN
Scale 1"=400'

FINAL SURVEY		BY	DATE
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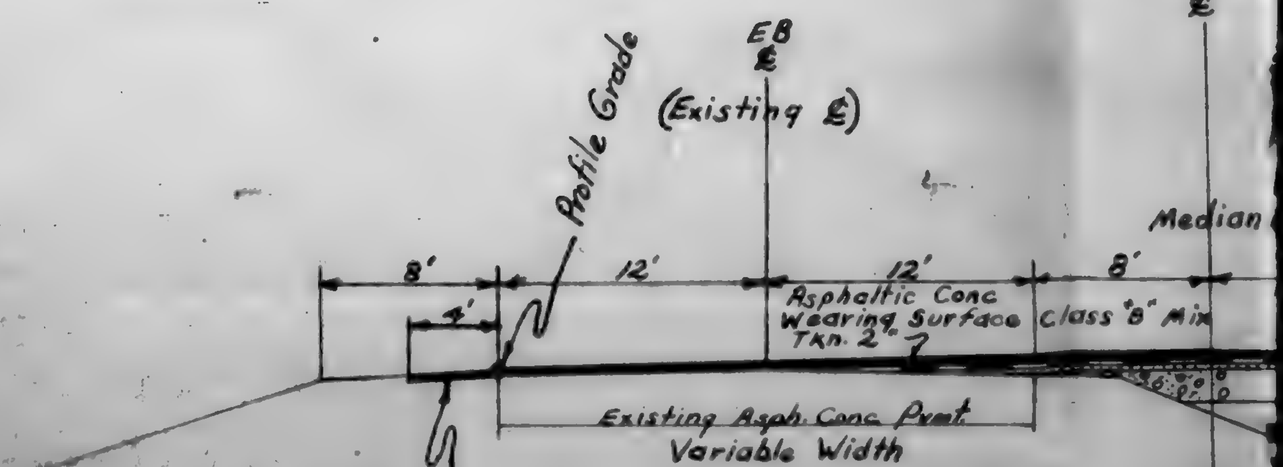
	PLOTTED		
	TEMPLATE		
NO.	AREAS		
	AREAS CHECKED		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Existing Asph. Conc. Pvmt.
Variable Width
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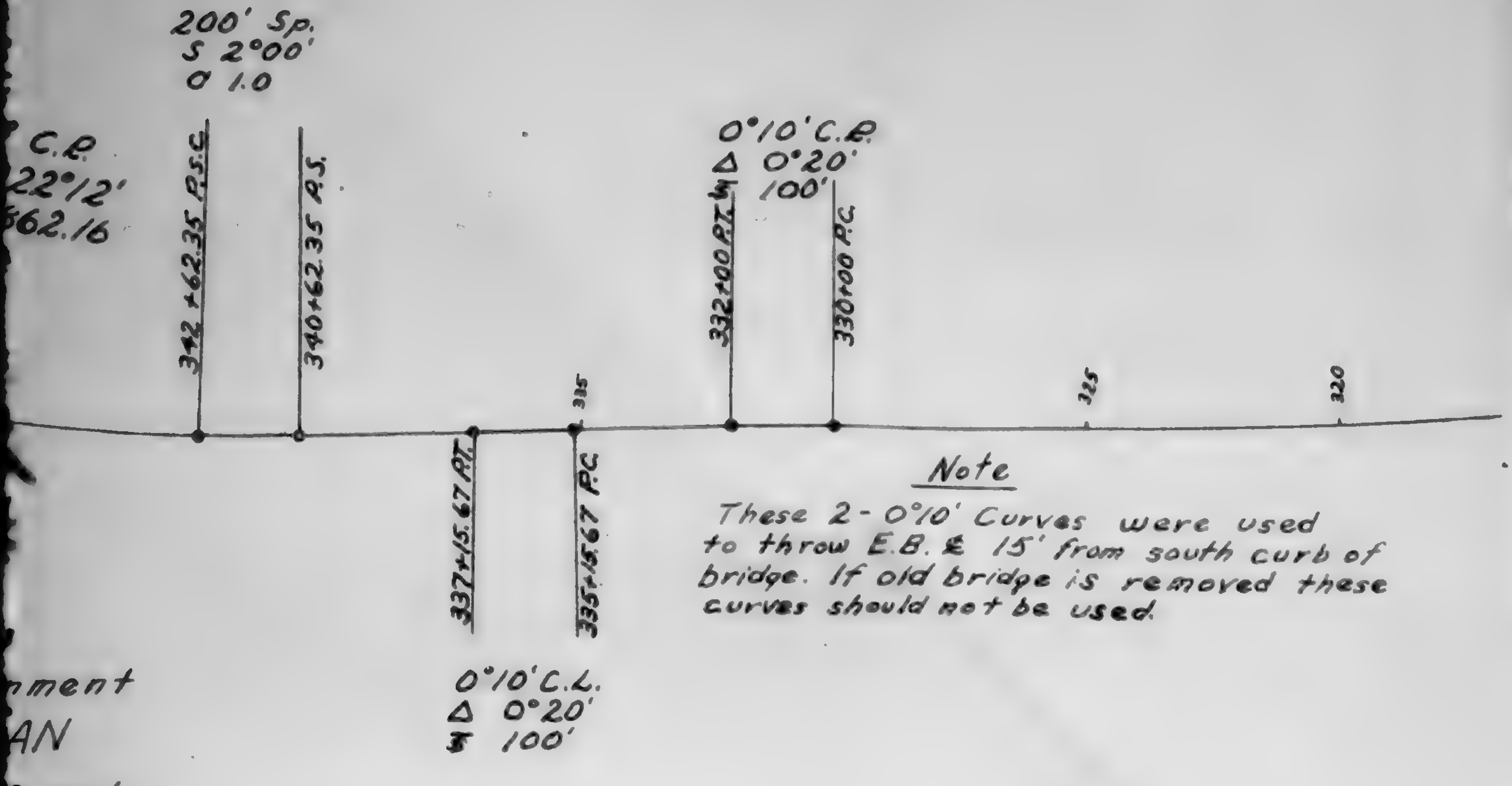
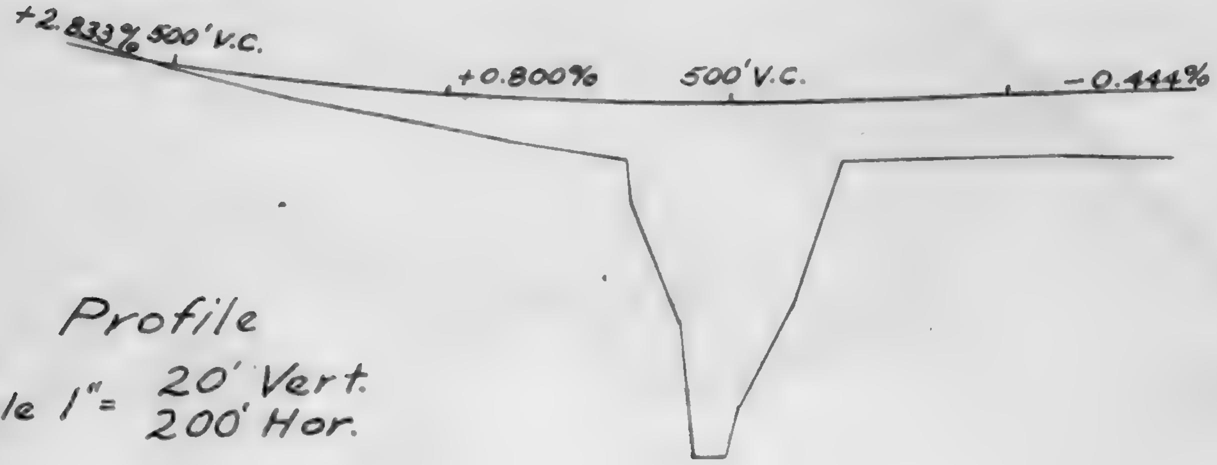
Tkn. 1¼"

Typical Sec



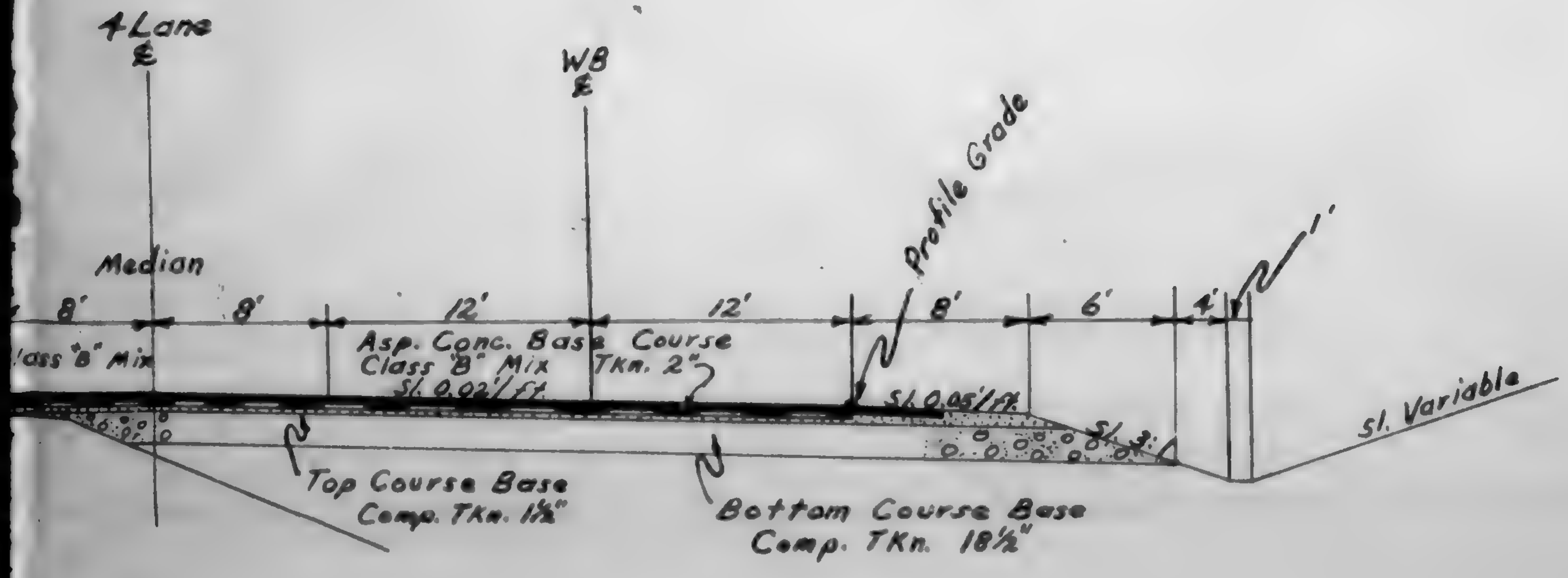
Note

These 2 - 0°10' Curves were used to throw E.B. ℄ 15' from south curb of bridge. If old bridge is removed these curves should not be used.



Profile

Scale 1" = 20' Vert. / 200' Hor.


4 Lane ℄
WB ℄
Profile Grade
Median
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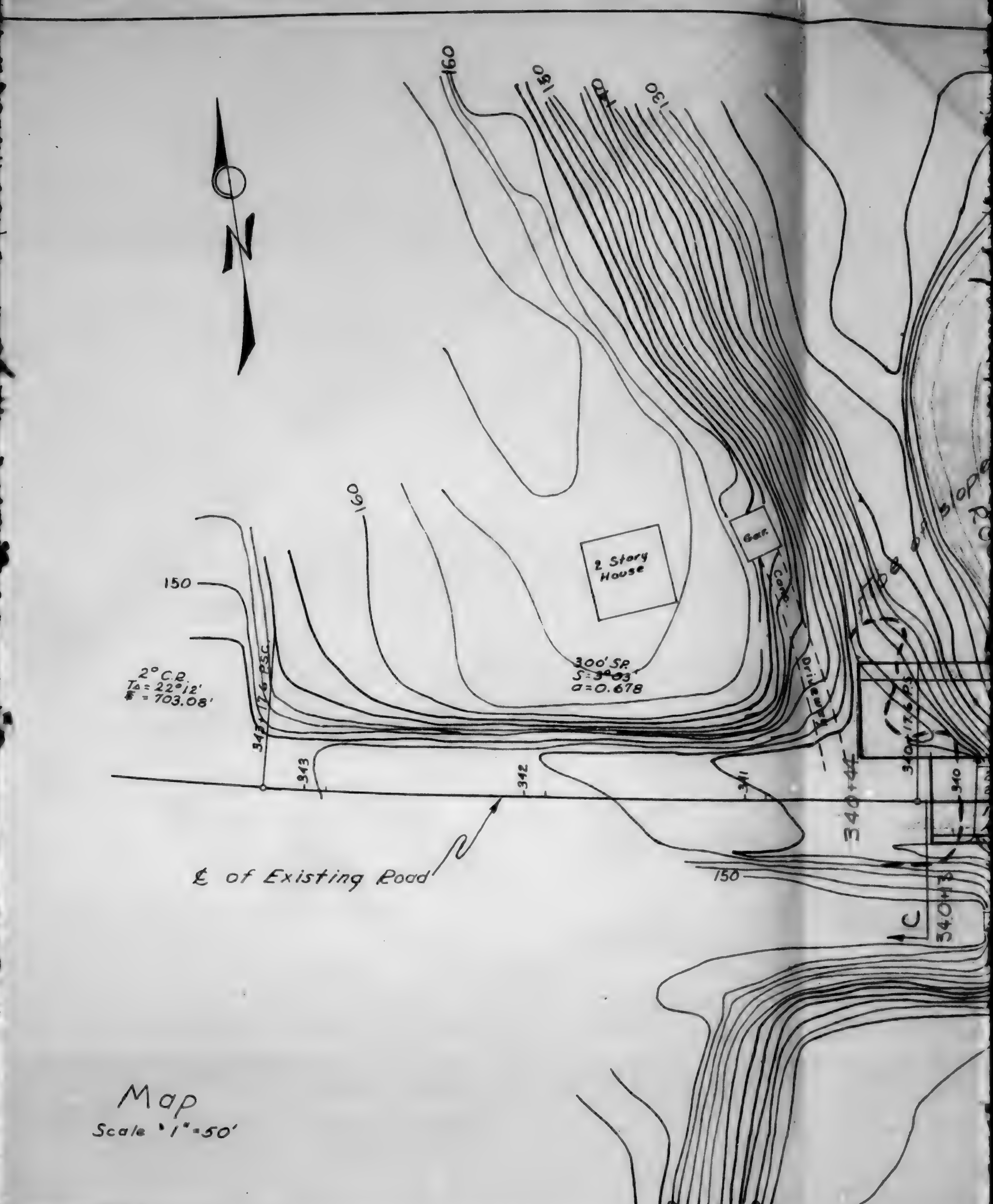
8'
12'
12'
8'
6'
4'
1
lass "B" Mix
Asp. Conc. Base Course Class "B" Mix Tkn. 2"
Sl. 0.02'/Ft.
Sl. 0.05'/Ft.
Sl. 3:1
Sl. Variable
Top Course Base Comp. Tkn. 1½"
Bottom Course Base Comp. Tkn. 18½"

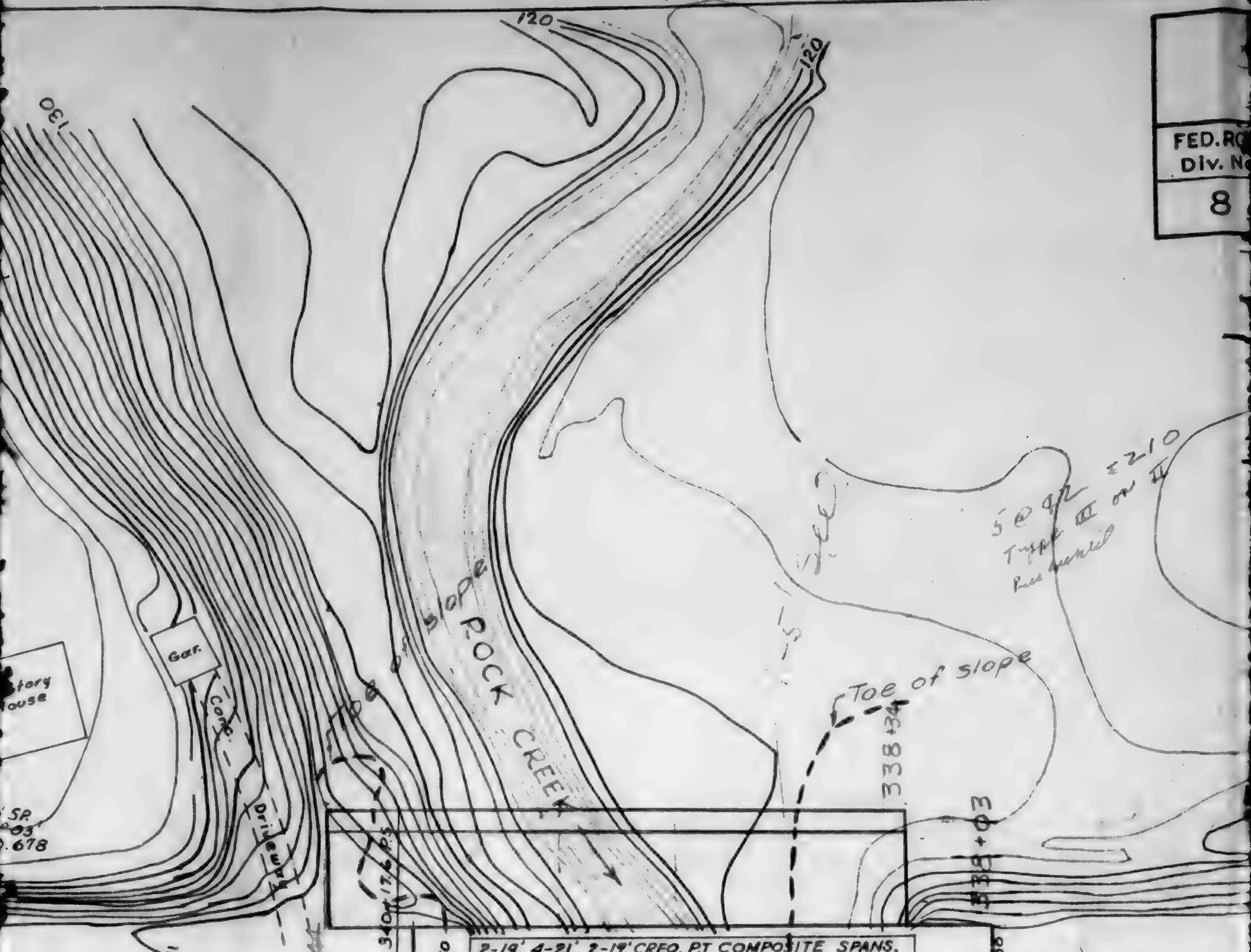
ical Section

℄

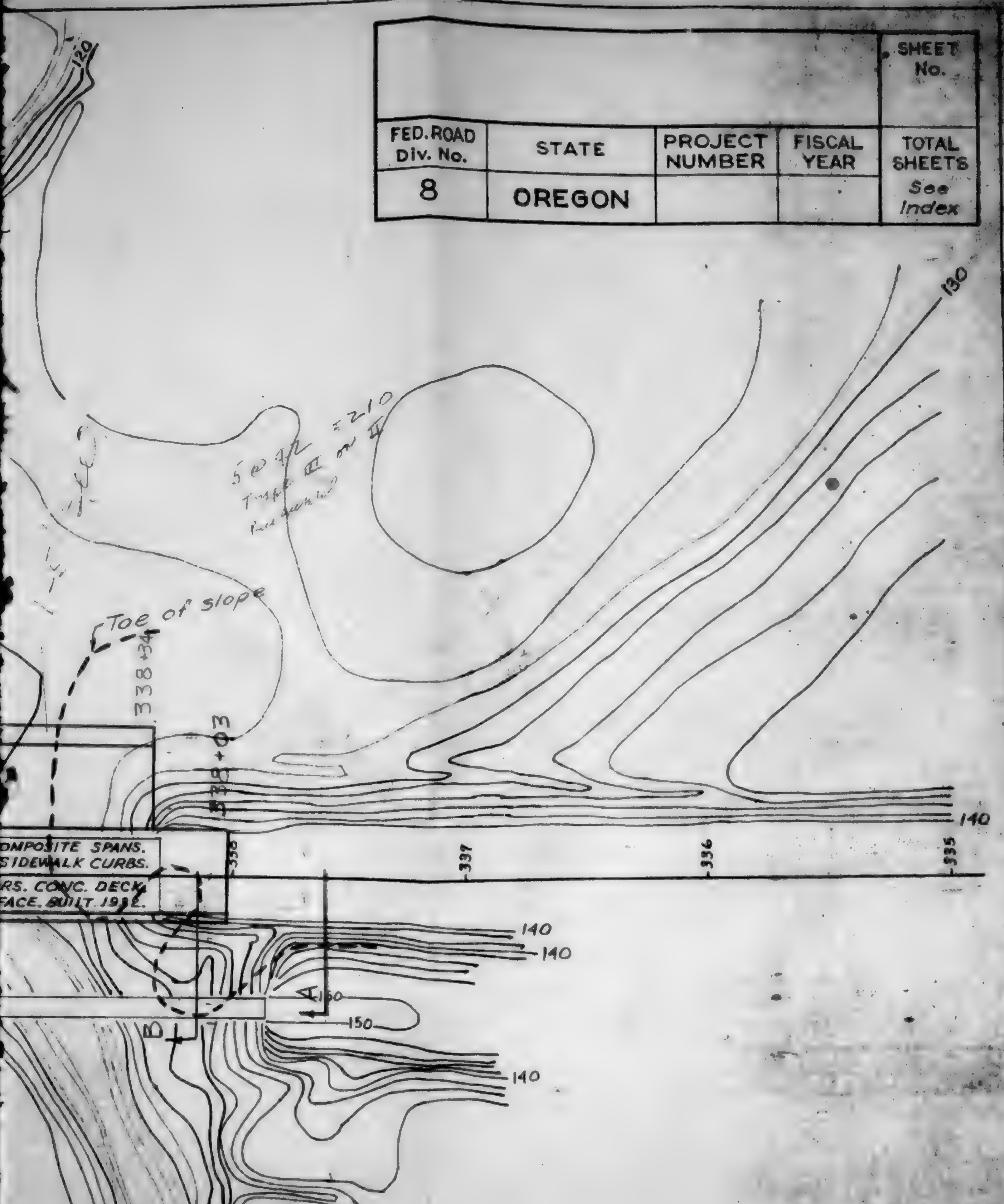
c. Pl.



Map
Scale 1"=50'

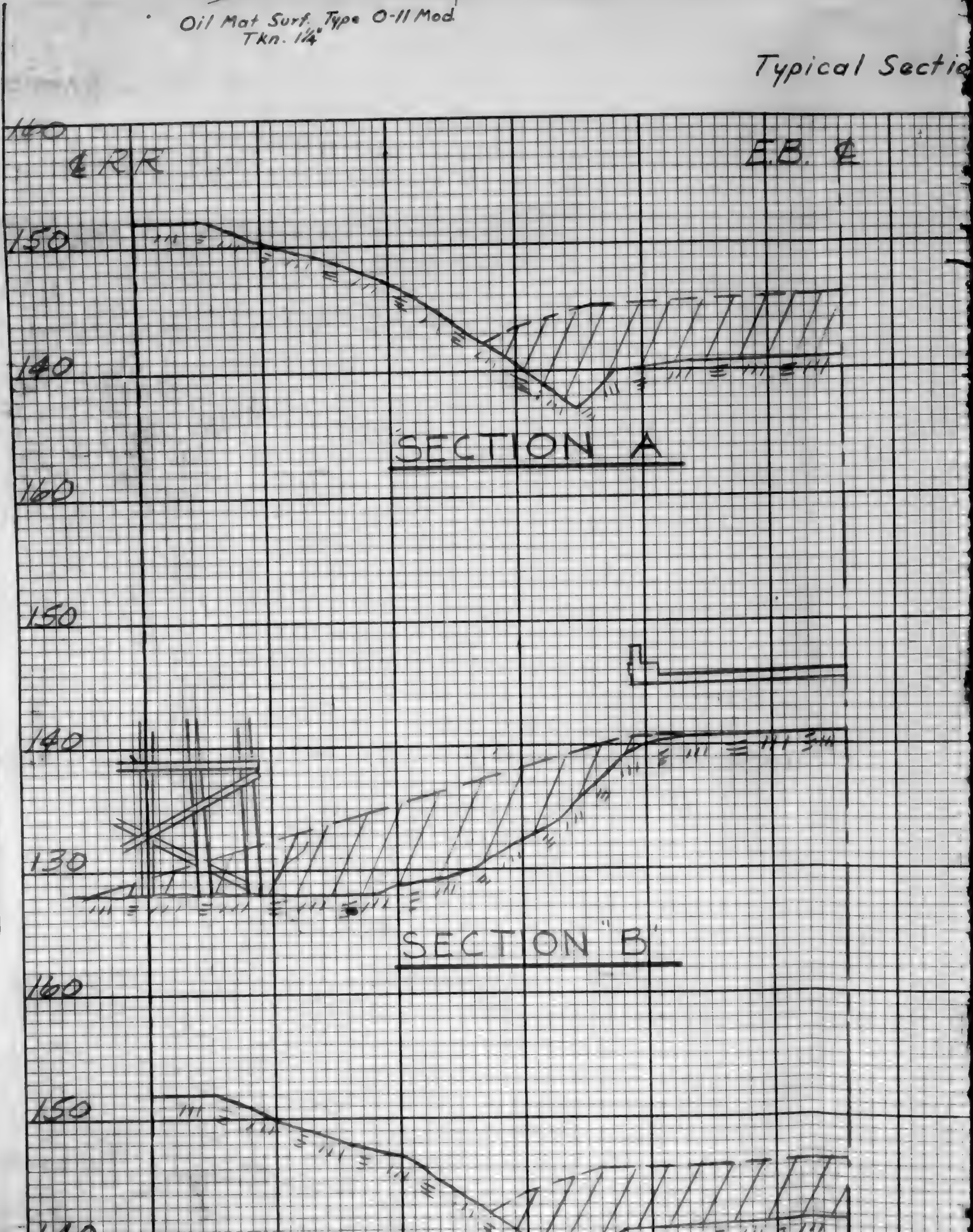

FED. RO
Div. No
8
120
130
Gar.
Story
House
Conc.
Driveway
SP.
03
678
Toe of slope
POCK CREEK
Toe of slope
338+34
338+03
340+44
340+17.6 P.S.
340
341
338
2-19', 4-21', 2-19' CREO. P.T. COMPOSITE SPANS.
24' ROADWAY BETWEEN 3'-6" SIDEWALK CURBS.
10 LINES 6"X20" STRINGERS. CONC. DECK.
ASPHALT WEARING SURFACE. BUILT 1932.
150
340+13
C
B
A
150
150
150
140
130
120
120
130
5 @ 42
Type III on II
ε210
Pres[illegible]

				SHEET No.
FED. ROAD Div. No.	STATE	PROJECT NUMBER	FISCAL YEAR	TOTAL SHEETS
8	OREGON			See Index



Oil Mat Surf. Type O-11 Mod.
Tkn. 1¼"

Typical Sectio



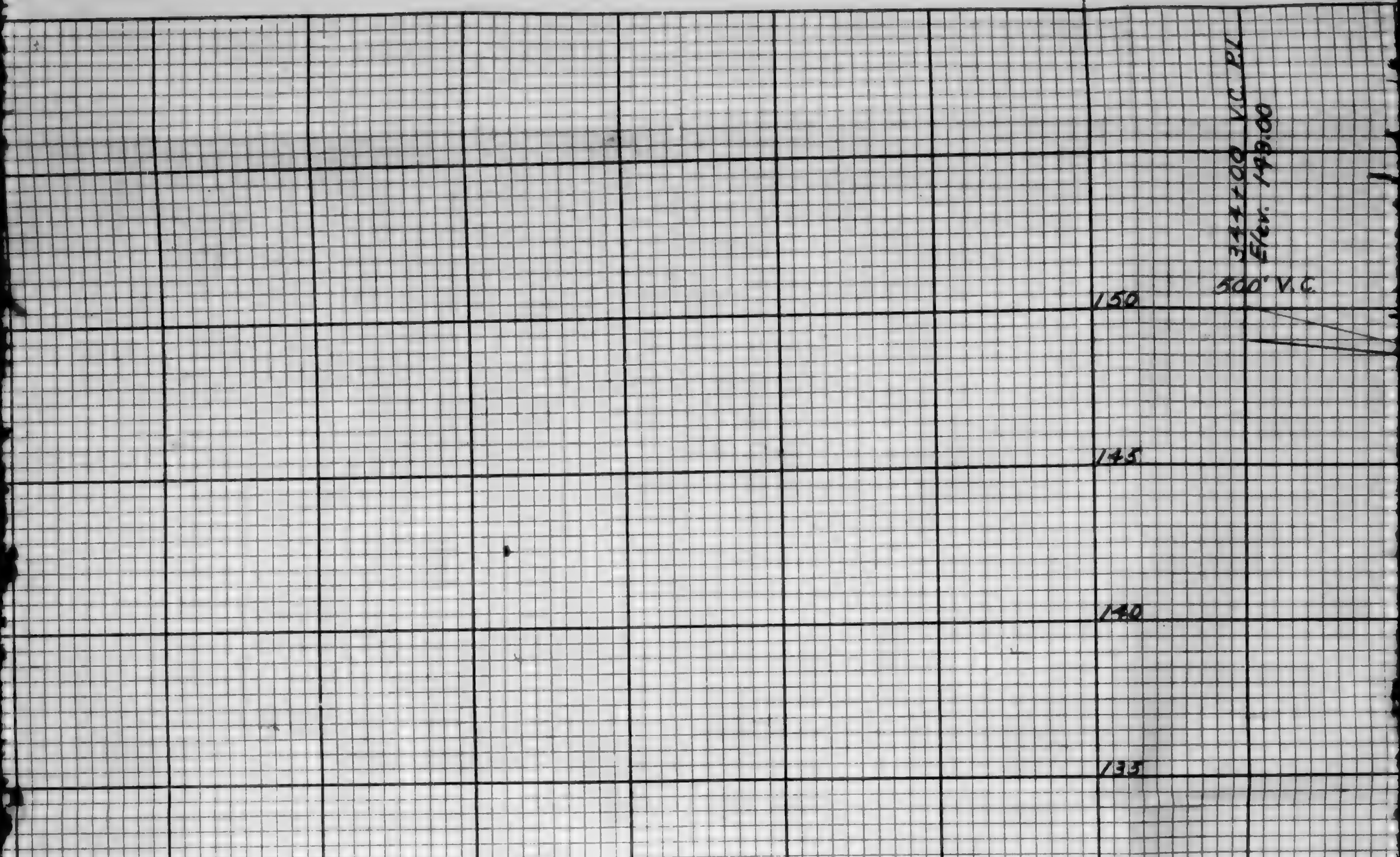
ORIGINAL SURVEY	BY	DATE
SURVEYED		
PLOTTED		
TEMPLATE		
AREAS		
AREAS CHECKED		

NOTE BOOK
NO.

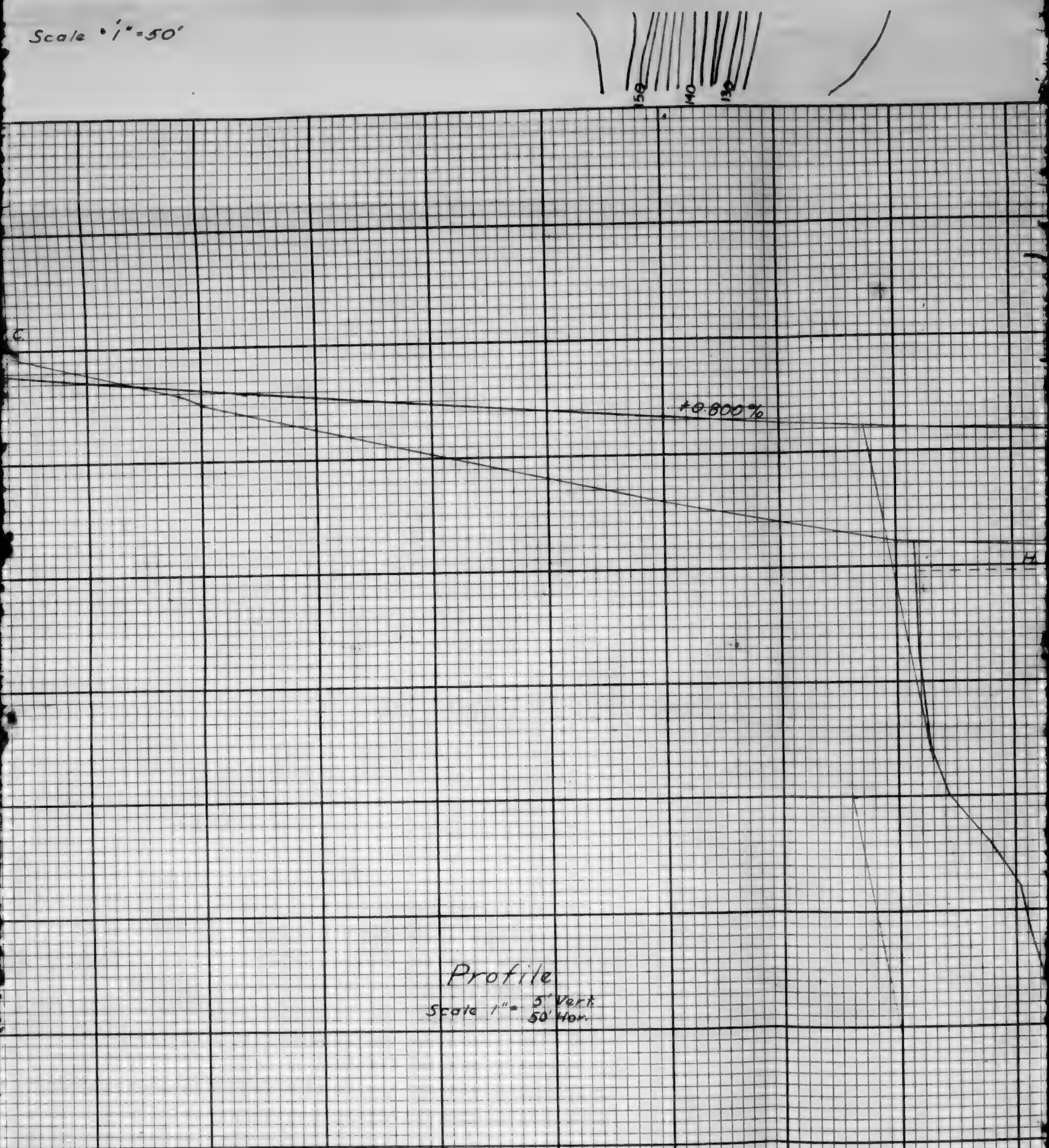
Comp. TKn. 18½"

ection

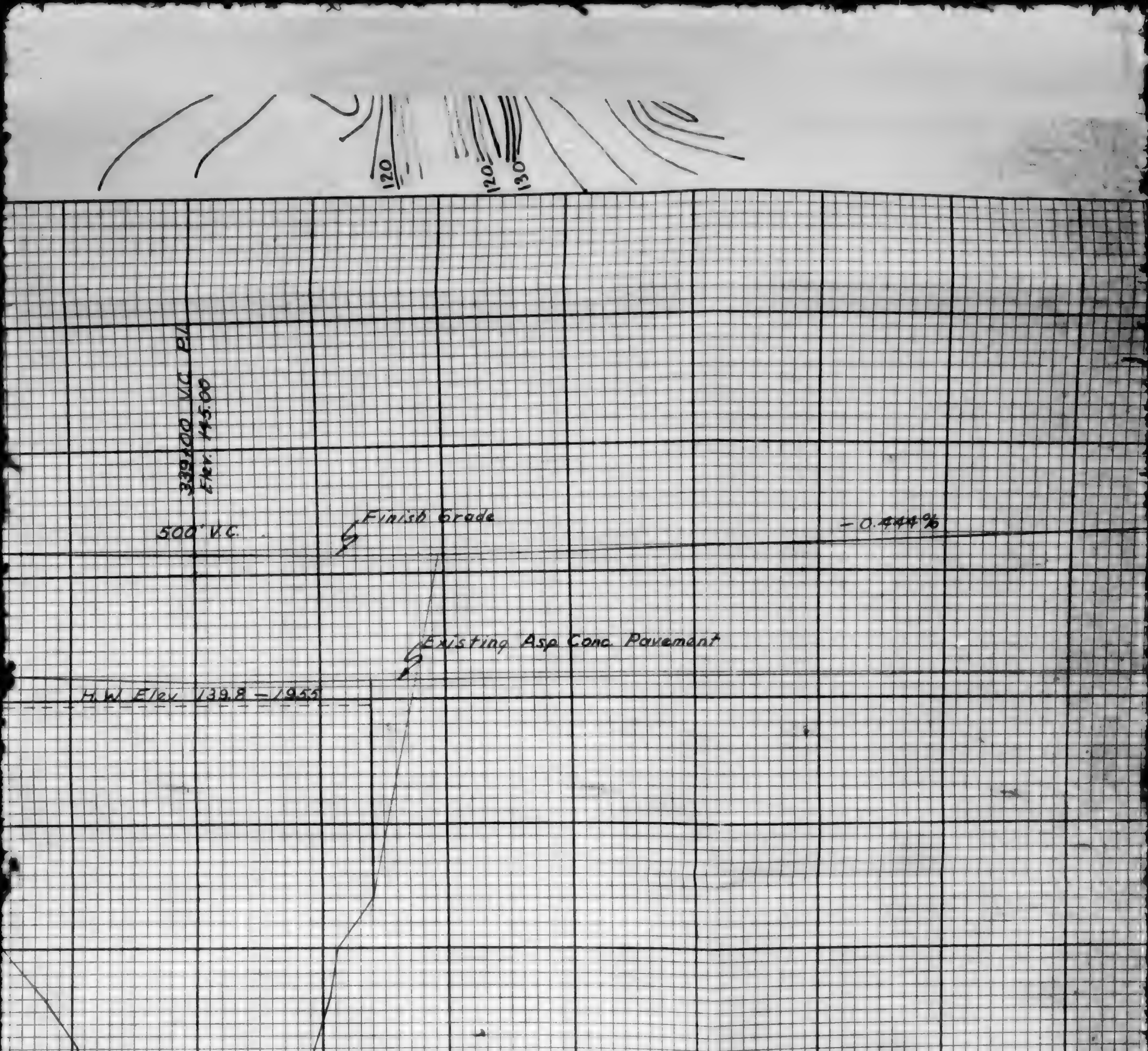
Scale



Scale 1" = 50'

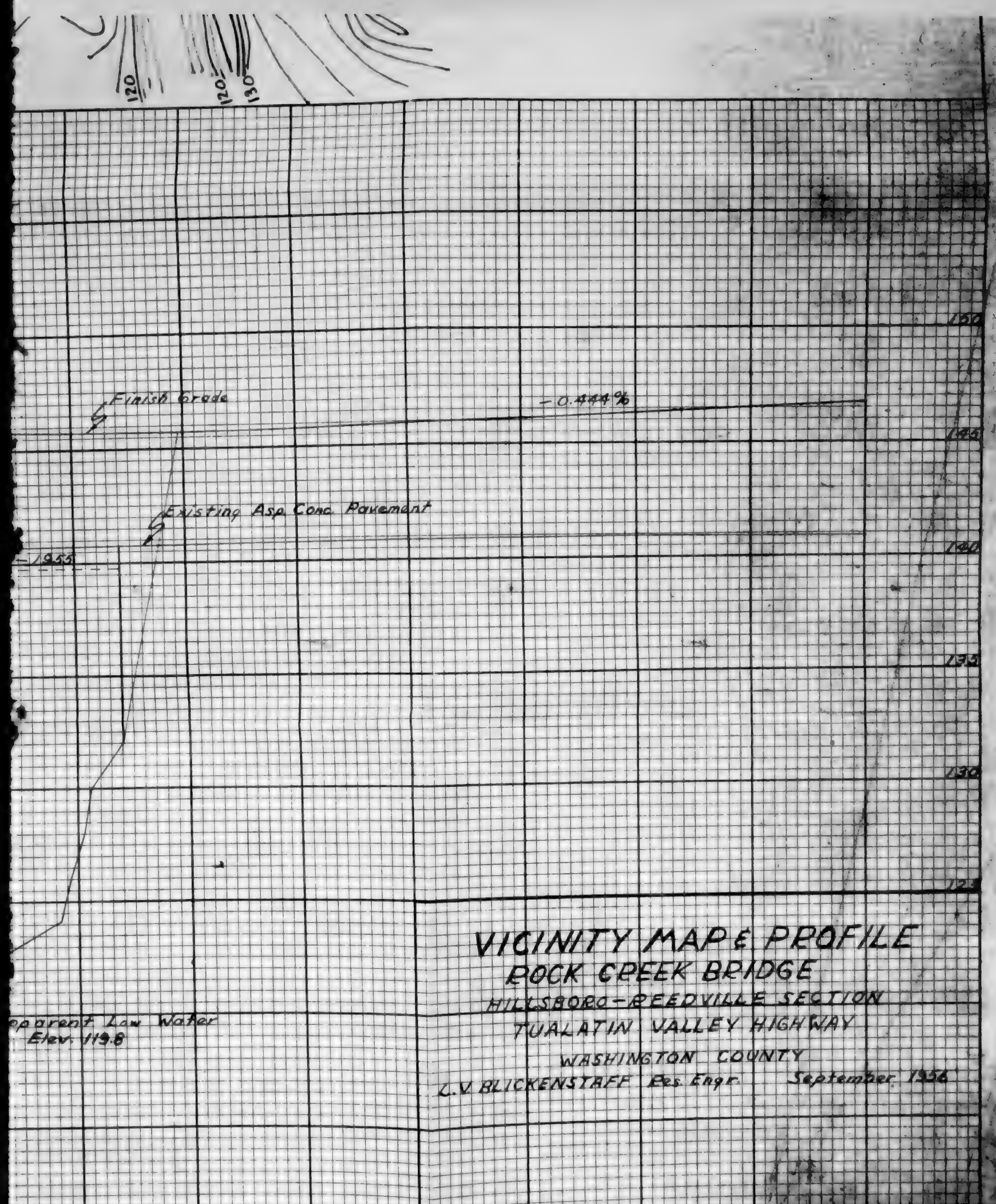


Profile
Scale 1" = 5' Vert.
50' Hor.



VICINITY MAP & PRO
ROCK CREEK BRIDGE
HILLSBORO-REEDVILLE SEC
TUALATIN VALLEY HIGHW
WASHINGTON COUNTY
L.V. BLICKENSTAFF Res. Engr. Sep

Br. #1754A



VICINITY MAP & PROFILE
ROCK CREEK BRIDGE

HILLSBORO-REEDVILLE SECTION
TUALATIN VALLEY HIGHWAY
WASHINGTON COUNTY
L.V. BLICKENSTAFF Res. Engr. September 1956

Br. #1754A

Dwg. #153[illegible]

11-2-56

OREGON STATE HIGHWAY DEPARTMENT

Located Line

HILLSBORO - REEDVILLE SECTION

TUALATIN VALLEY HIGHWAY

ENCROACHMENT ON S.P. R.R.CO.

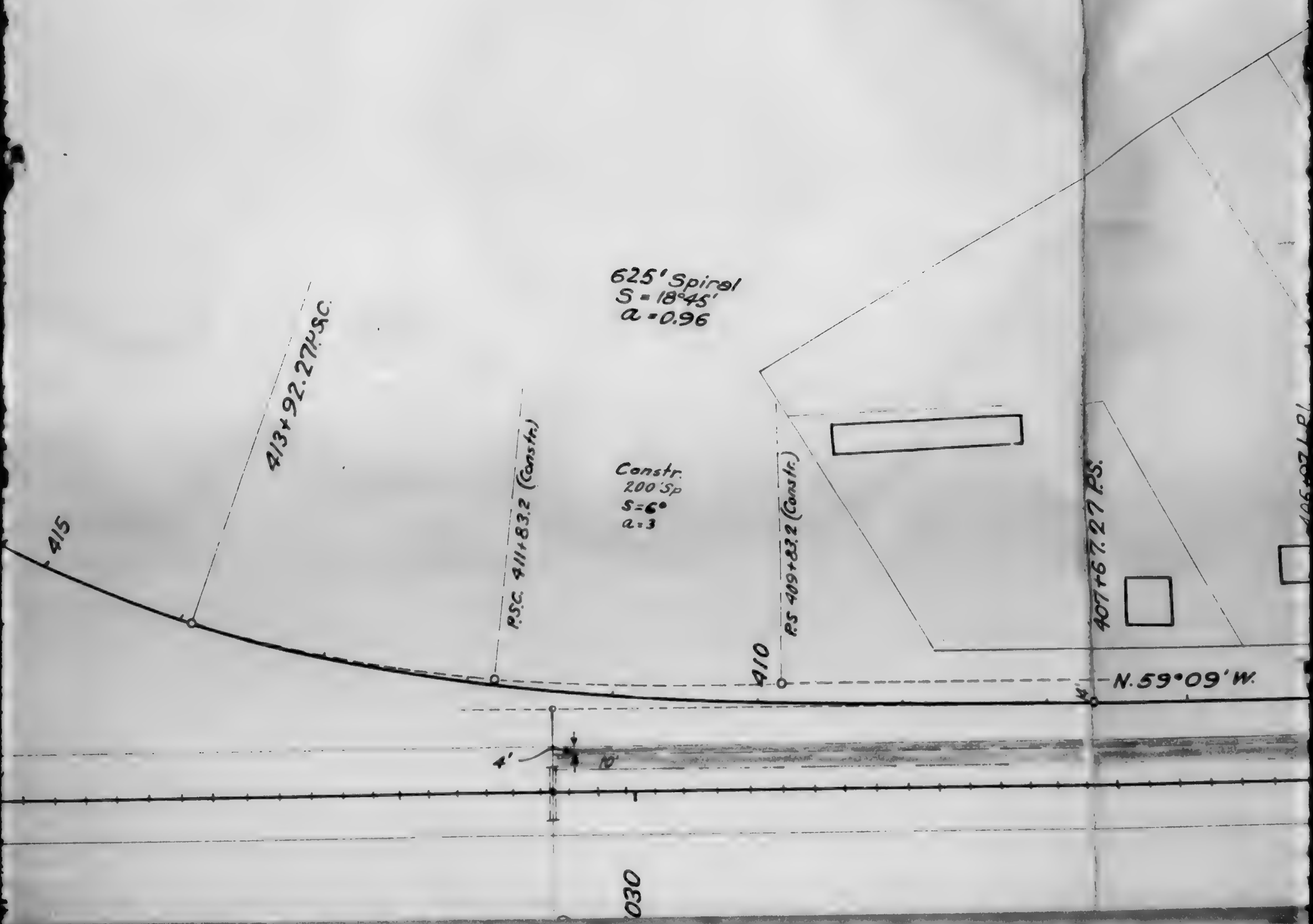
WASHINGTON COUNTY

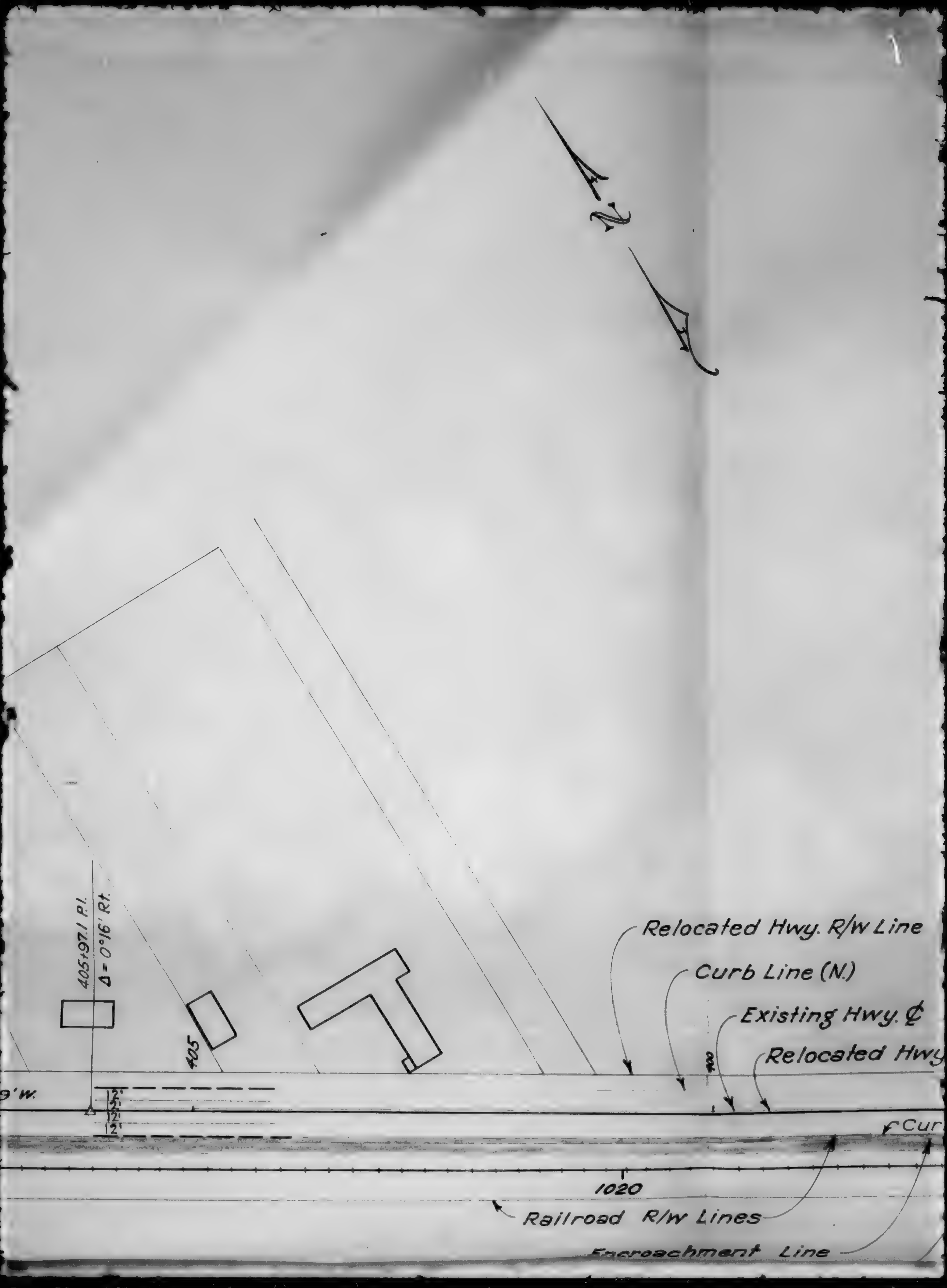
Scale 1"=100'

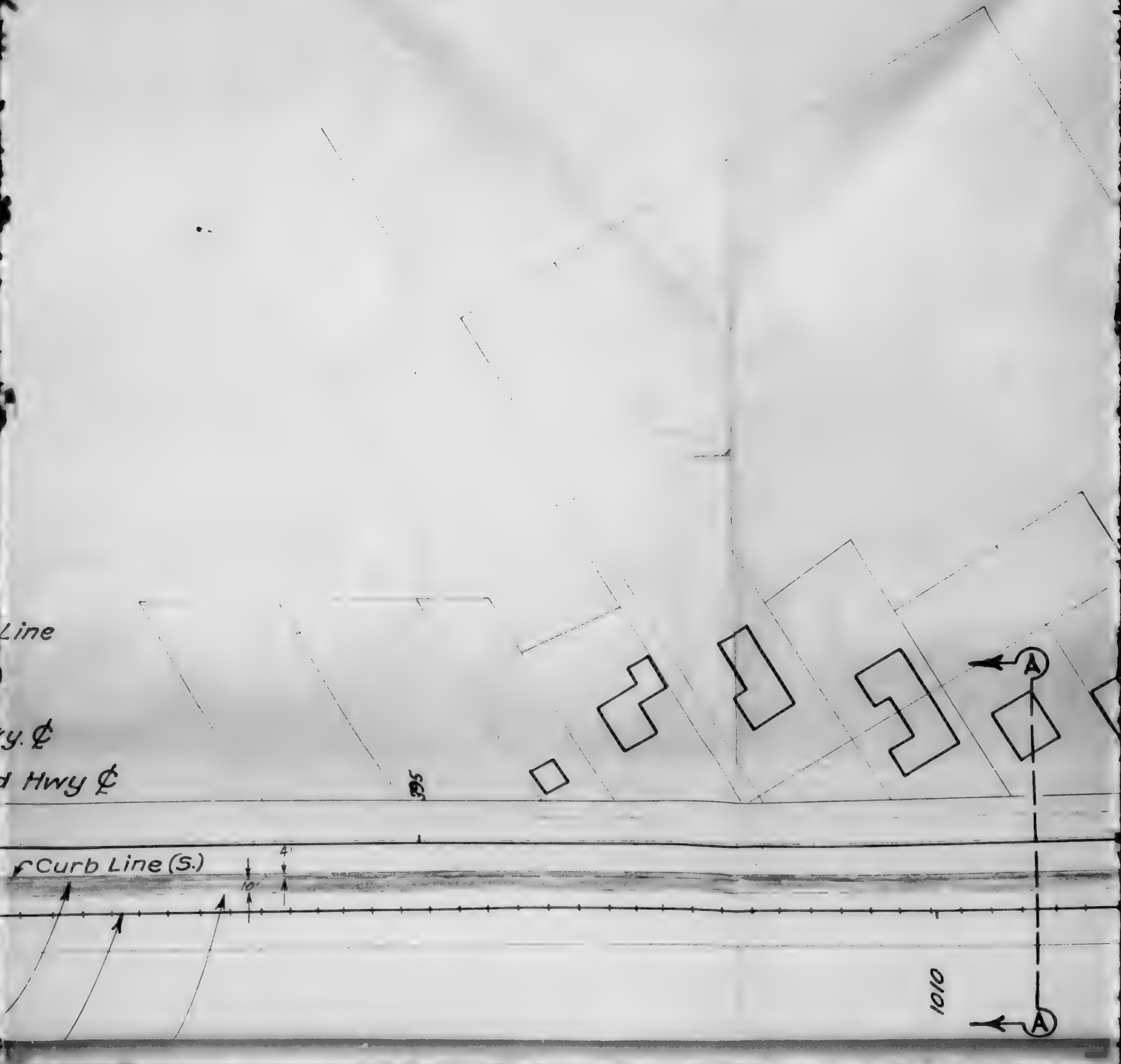
Nov. 1957
Revised Sept. 1959
" Dec. 1959

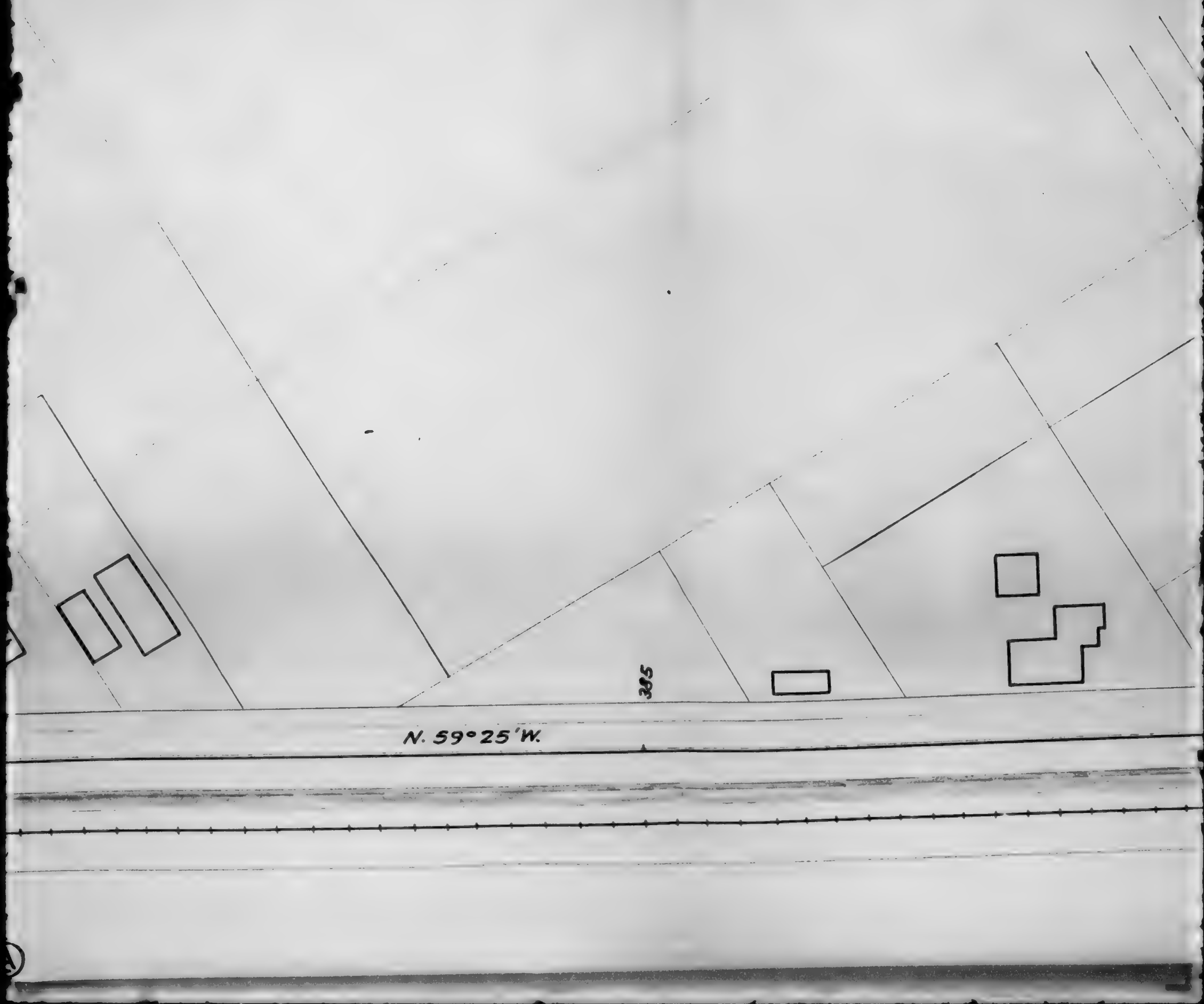
DWG. No. 8B-7-9

415

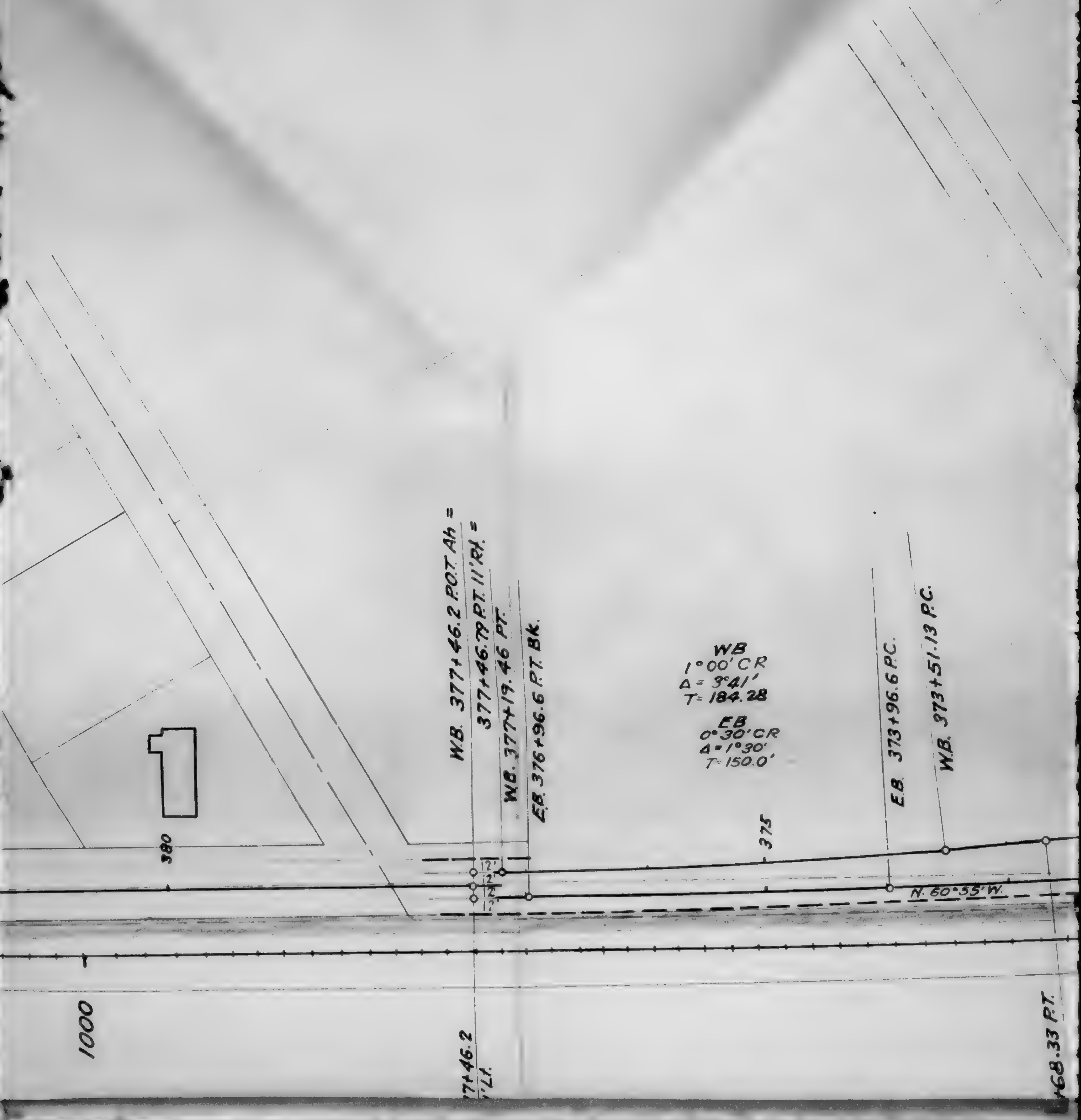

625' Spiral
S = 18°45'
a = 0.96
413+92.27 P.S.C.
P.S.C. 411+83.2 (Constr.)
Constr.
200' Sp
S=6°
a=3
P.S 409+83.2 (Constr.)
407+67.27 P.S.
406+07.1 P.I
415
410
N.59°09'W.
4'
4'
10'
030

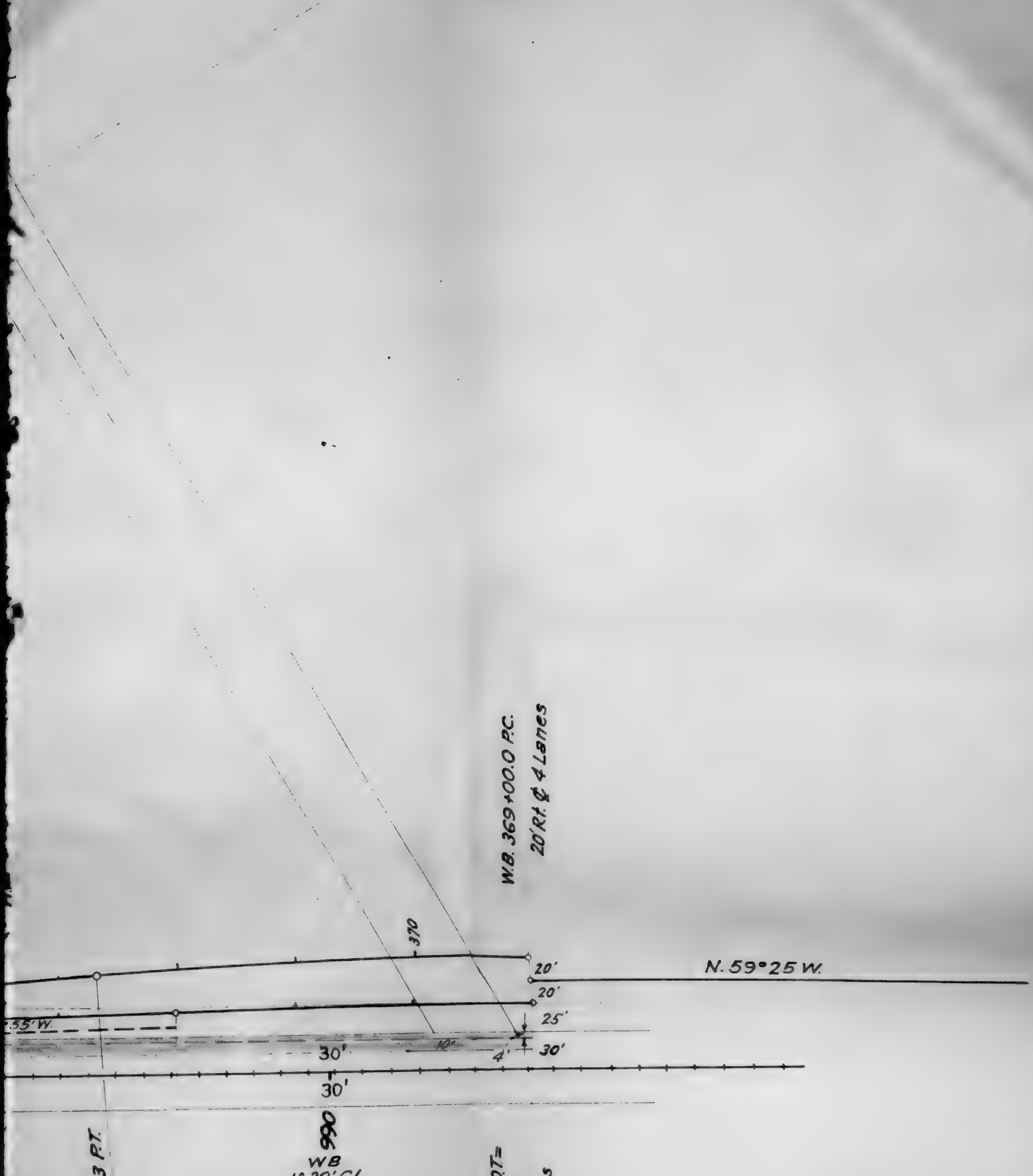

N
405+97.1 P.I.
Δ = 0°16' Rt.
405
9'W.
12'
12'
12'
12'
100
Relocated Hwy. R/W Line
Curb Line (N.)
Existing Hwy. ℄
Relocated Hwy
Cur
1020
Railroad R/W Lines
Encroachment Line

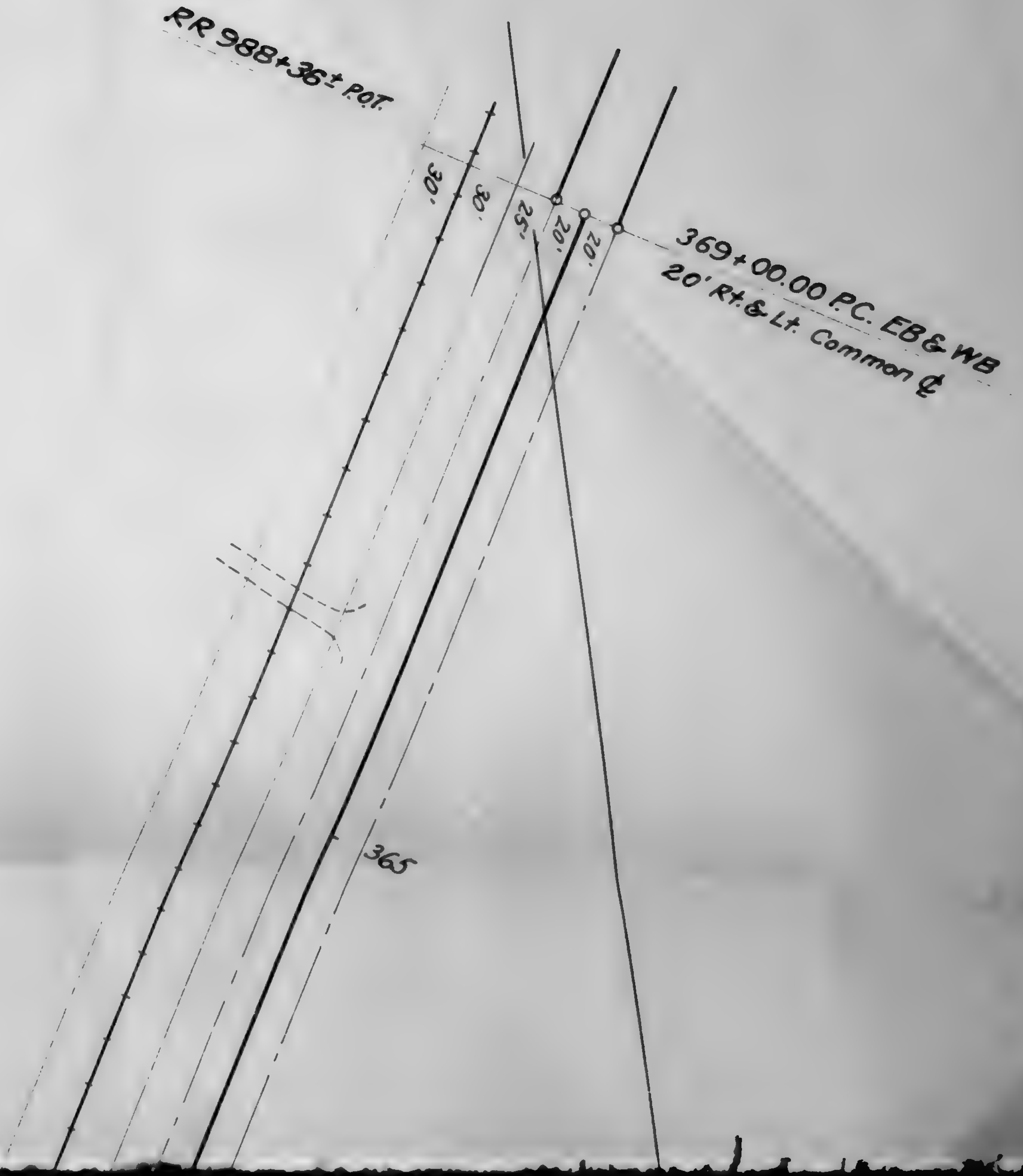

Line
y. ℄
d Hwy ℄
395
Curb Line (S.)
4'
10'
1010
A
A

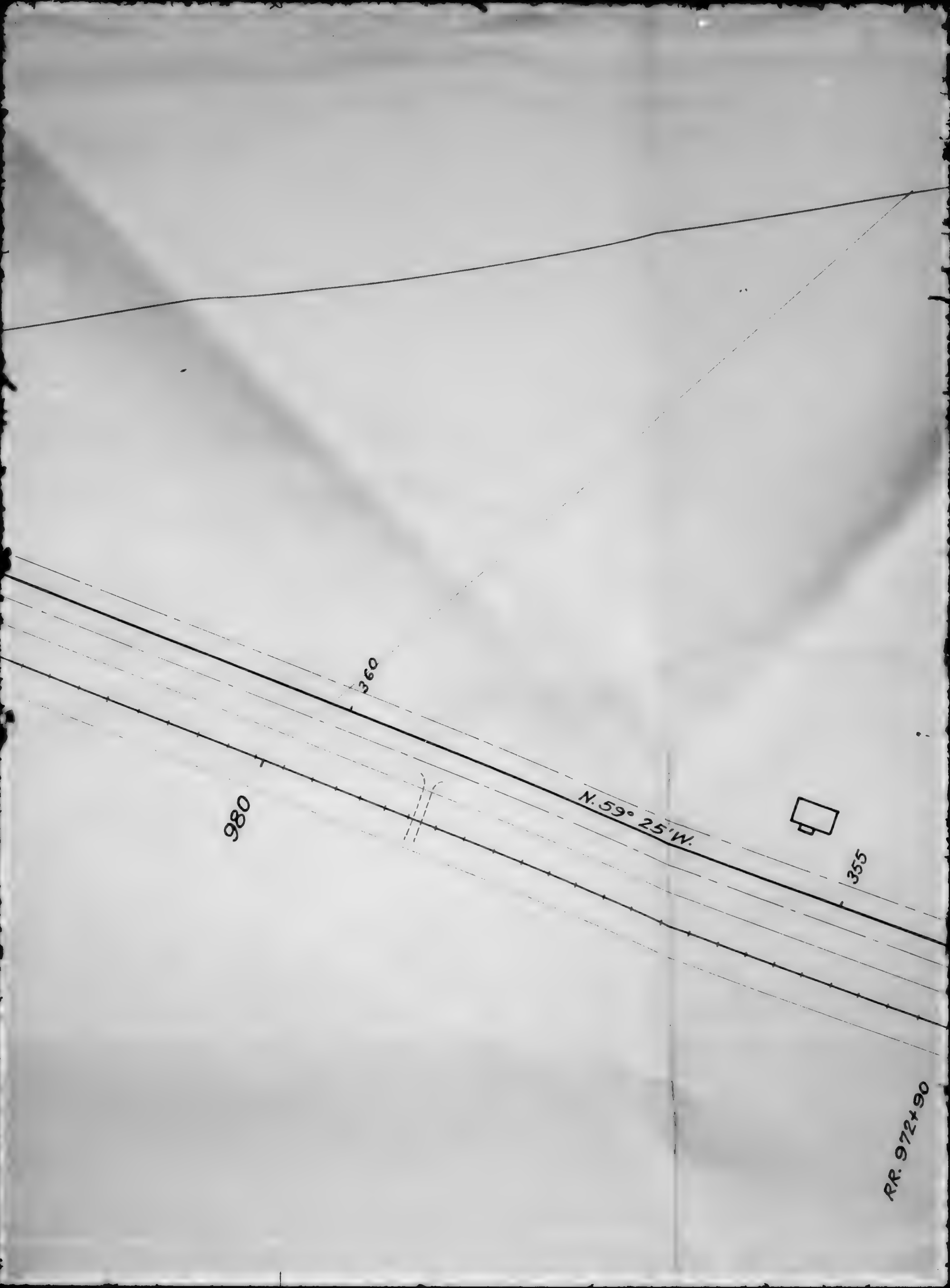


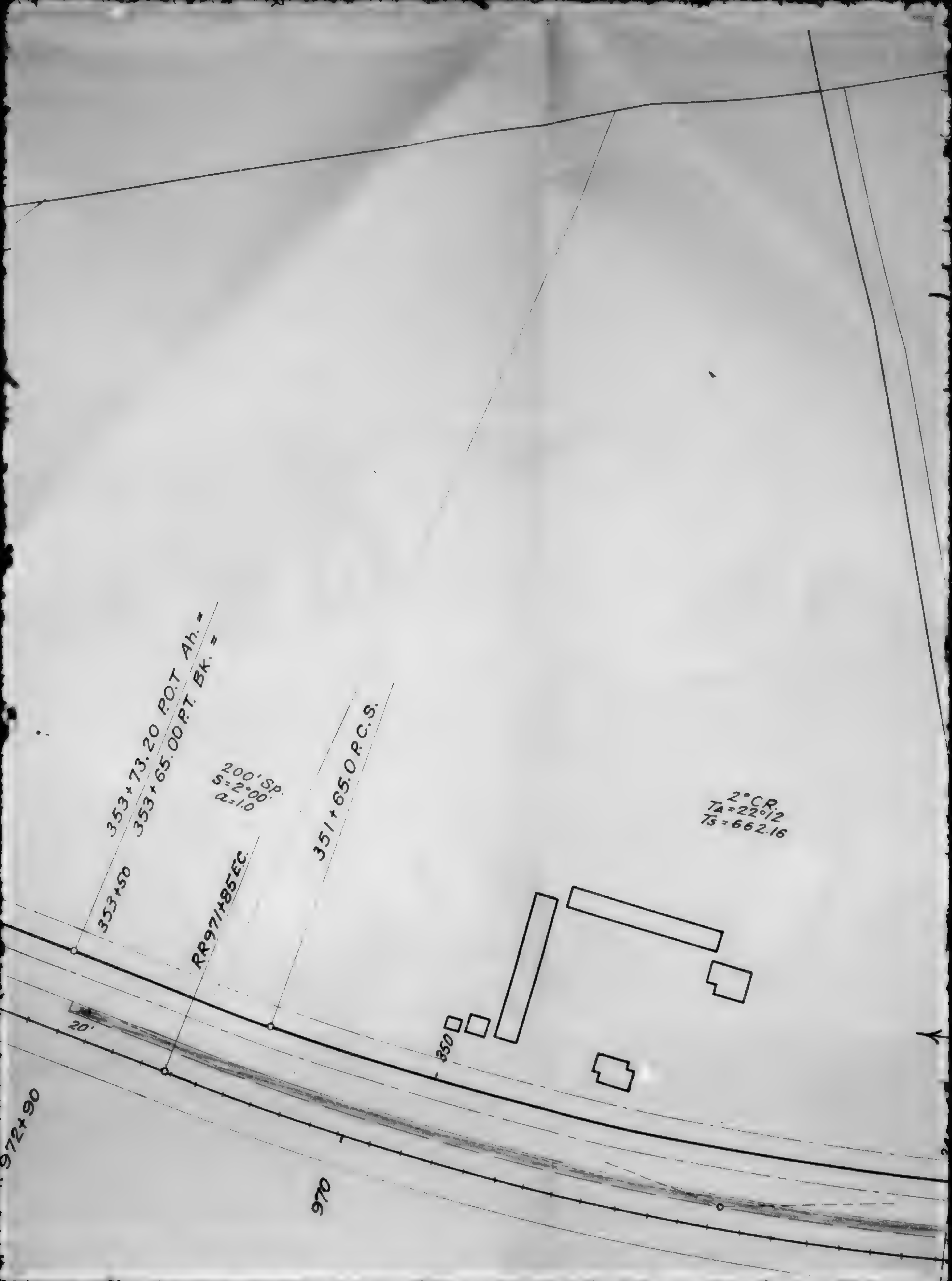
385
N. 59° 25' W.
A

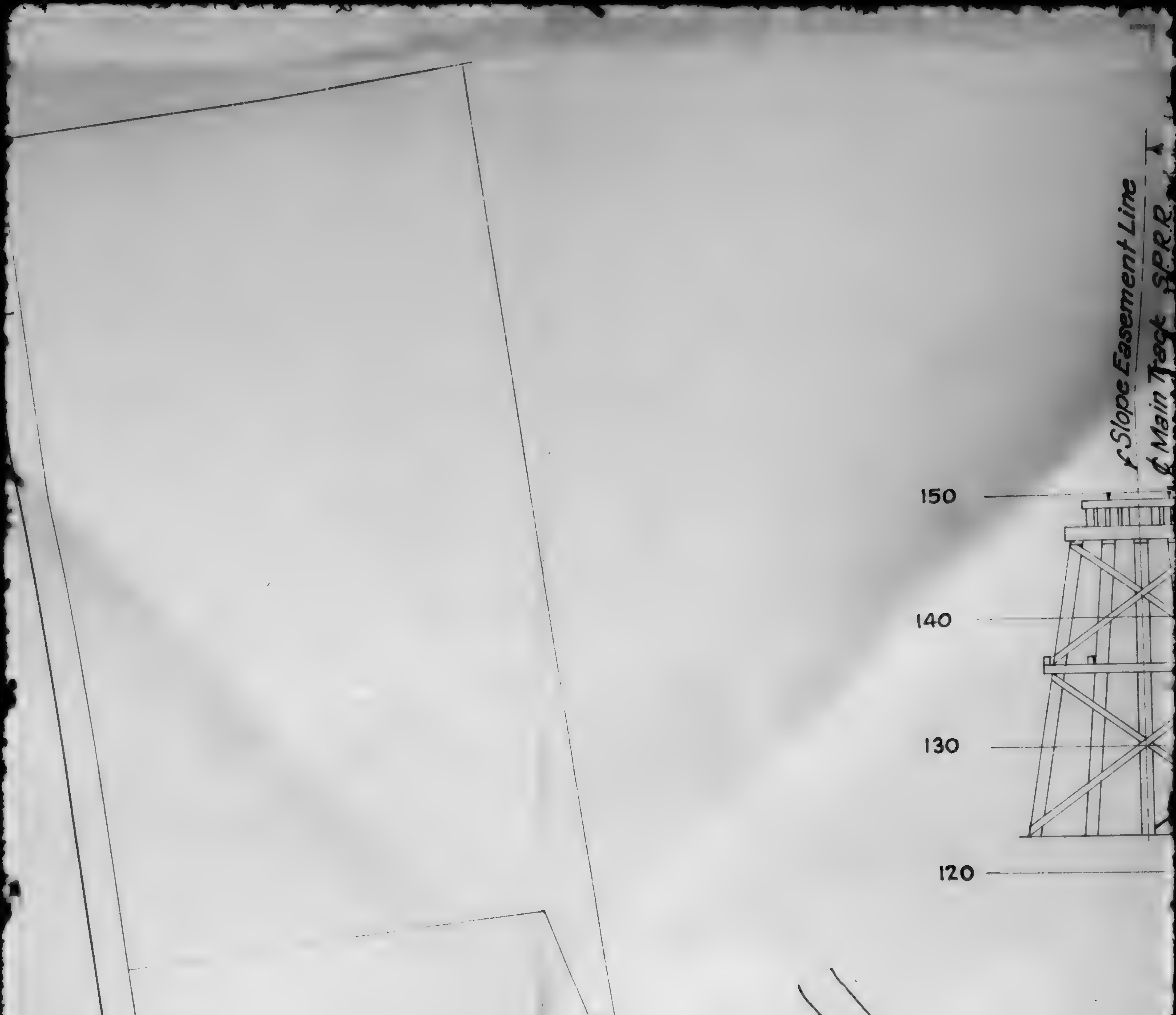

1
380
W.B. 377+46.2 P.O.T. Ah =
377+46.79 P.T. 11' Rt. =
W.B. 377+19.46 P.T.
E.B. 376+96.6 P.T. Bk.
12'
12'
12'
12'
WB
1°00' CR
Δ = 3°41'
T= 184.28
EB
0°30' CR
Δ = 1°30'
T= 150.0'
375
E.B. 373+96.6 P.C.
W.B. 373+51.13 P.C.
N. 60°55' W.
1000
7+46.2
'Lt.
+68.33 P.T.

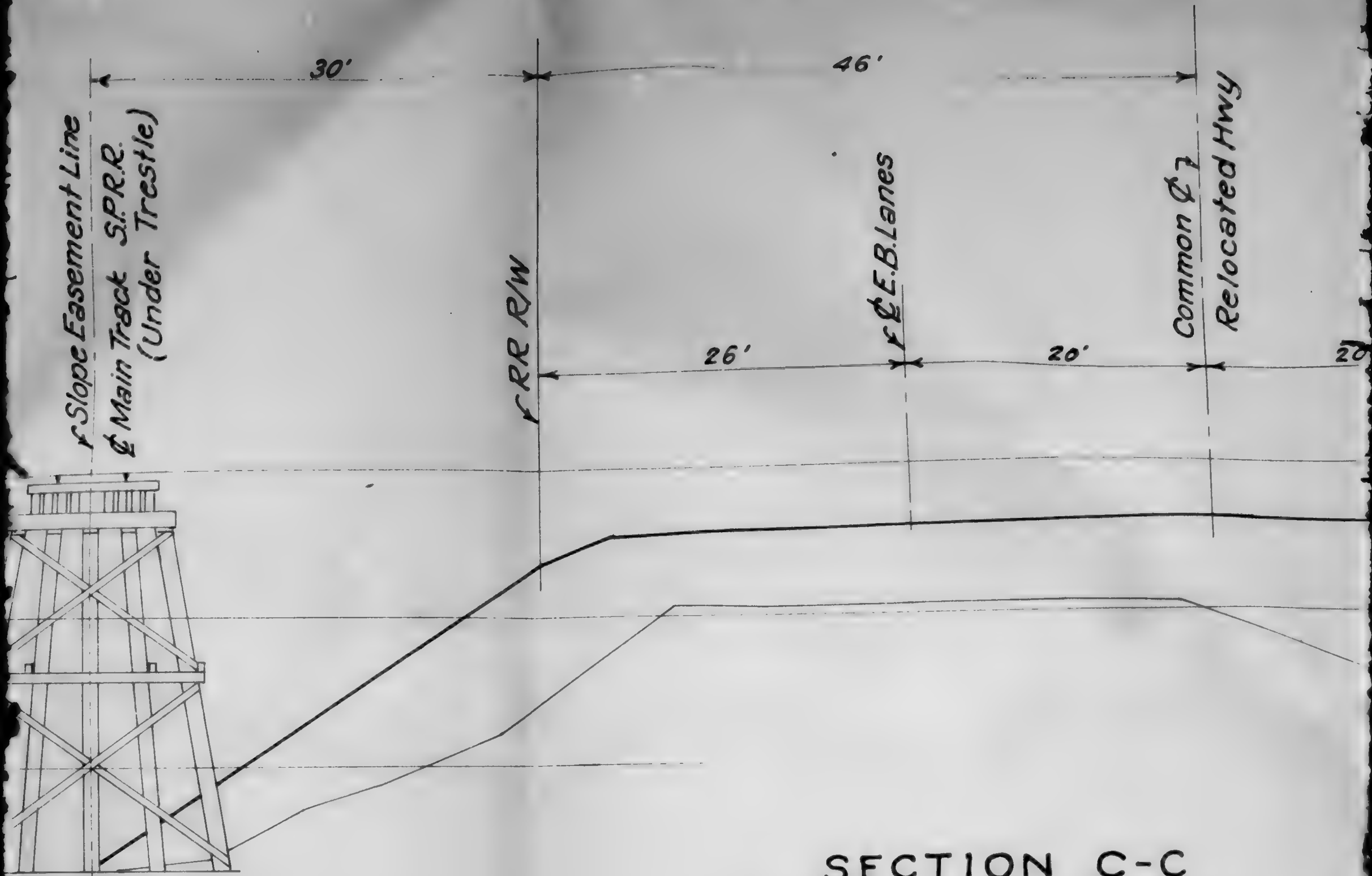
W.B. 369+00.0 P.C.
20'Rt. ℄ 4 Lanes
370
N. 59°25 W.
20'
20'
25'
30'
4'
10'
30'
30'
.55' W.
990
+68.33 P.T.
P.T.
WB
1°30' C.L.
Δ =3°41'
T= 184.28
E.B.
36± P.O.T.=
0.0 P.C.
4 Lanes


RR 988+36± P.O.T.
369+00.00 P.C. EB & WB
20' Rt. & Lt. Common ℄

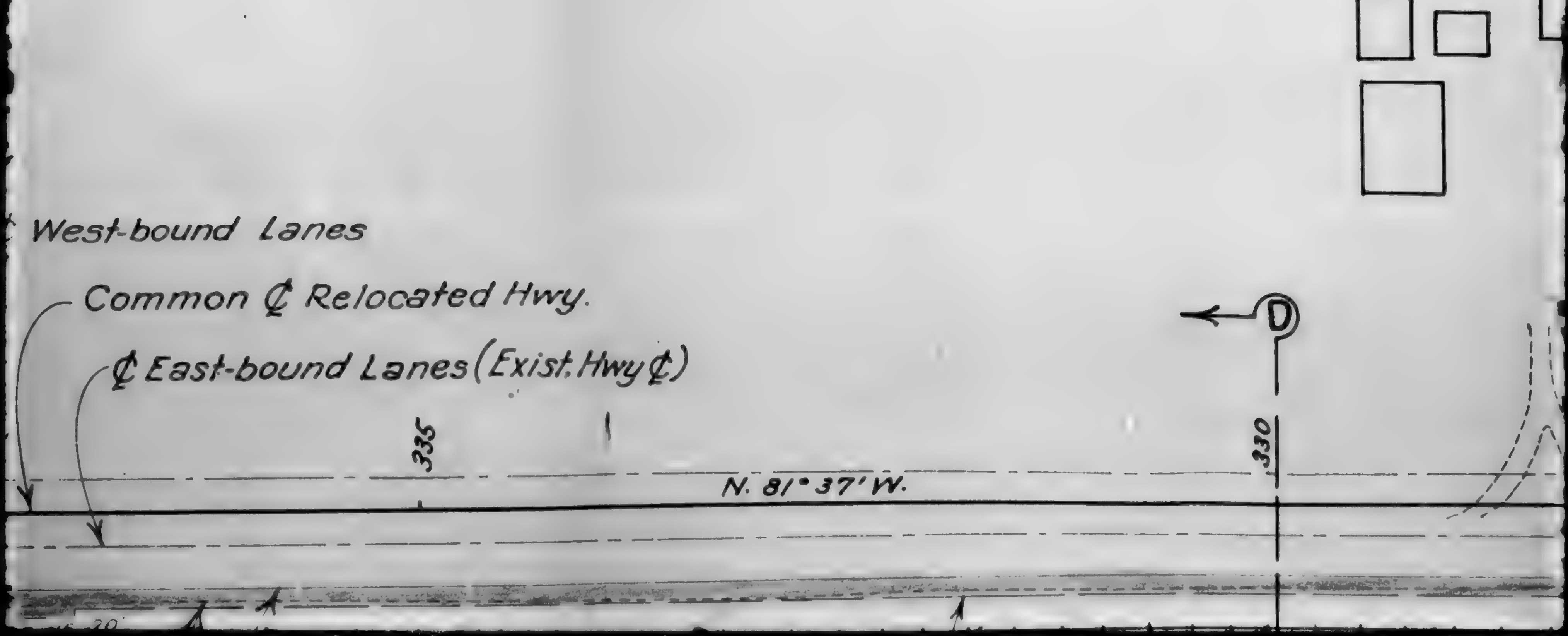

360
N. 59° 25' W.
355
980
RR. 972+90

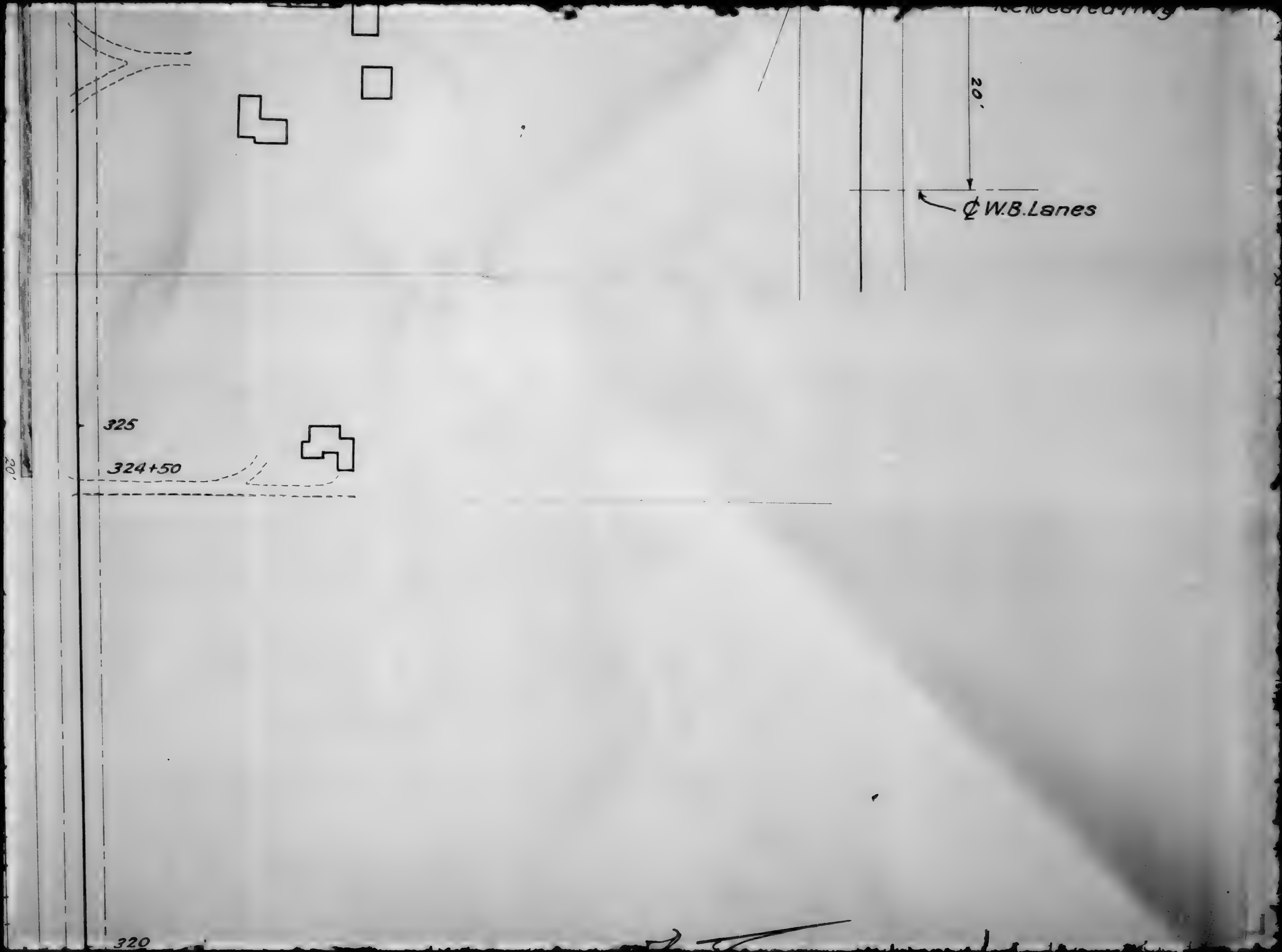

353+73.20 P.O.T. Ah. =
353+65.00 P.T. Bk. =
353+50
200' Sp.
S=2°00'
a=1.0
351+65.0 P.C.S.
RR971+85 E.C.
2°C.R.
TA=22°12
Ts=662.16
350
20'
972+90
970


Slope Easement Line
₵ Main Track S.P.R.R.
150
140
130
120
Creek
342+55.0 P.S.C.
340+55.0 P.S.
200' Sp.
S=200'
a=1.0
RR 960+77 B.C.
B
C
345
340
₵ West-
Co
₵

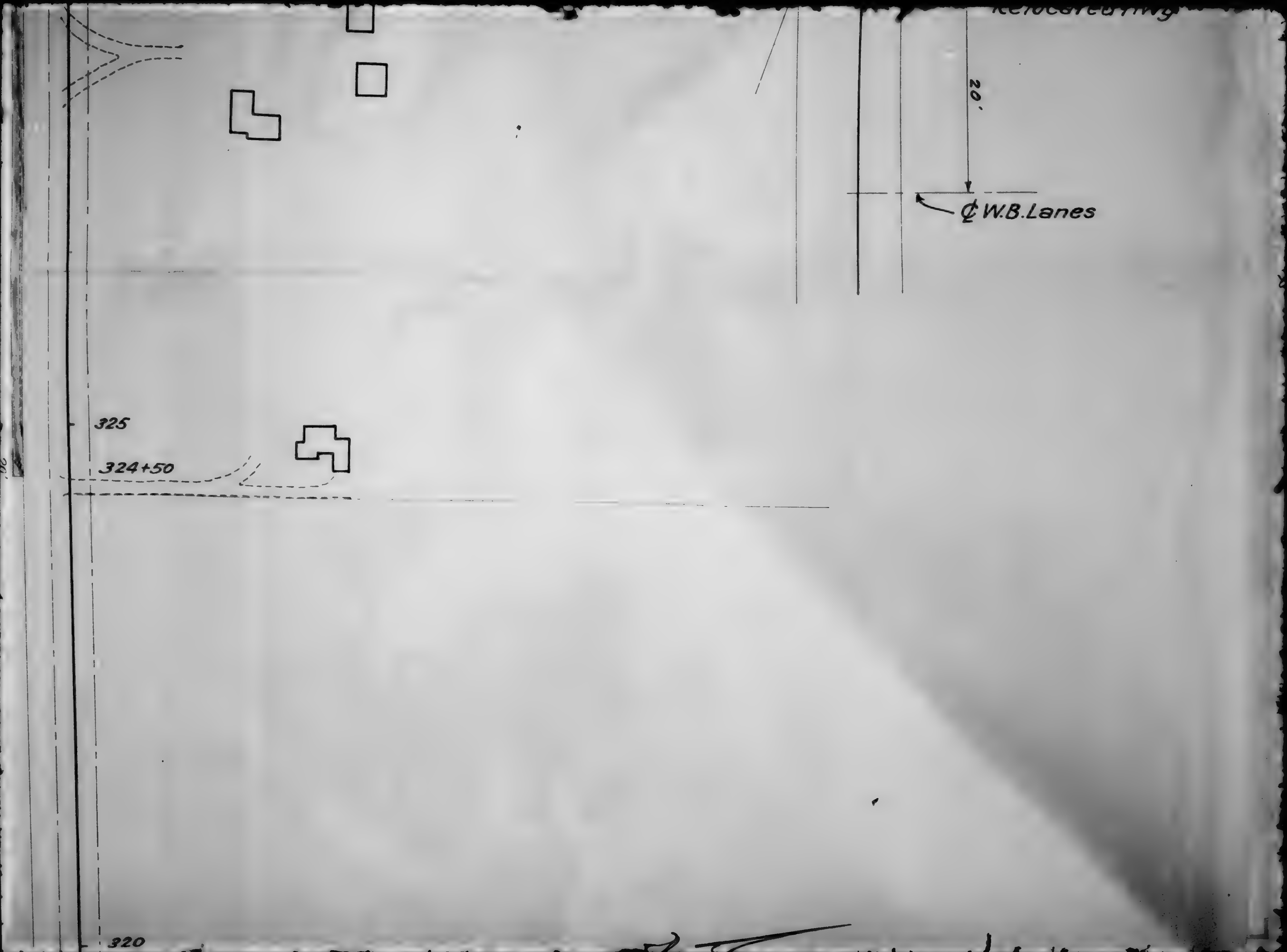


SECTION C-C
Sta. 338+25 = R.R. 957+30 ±

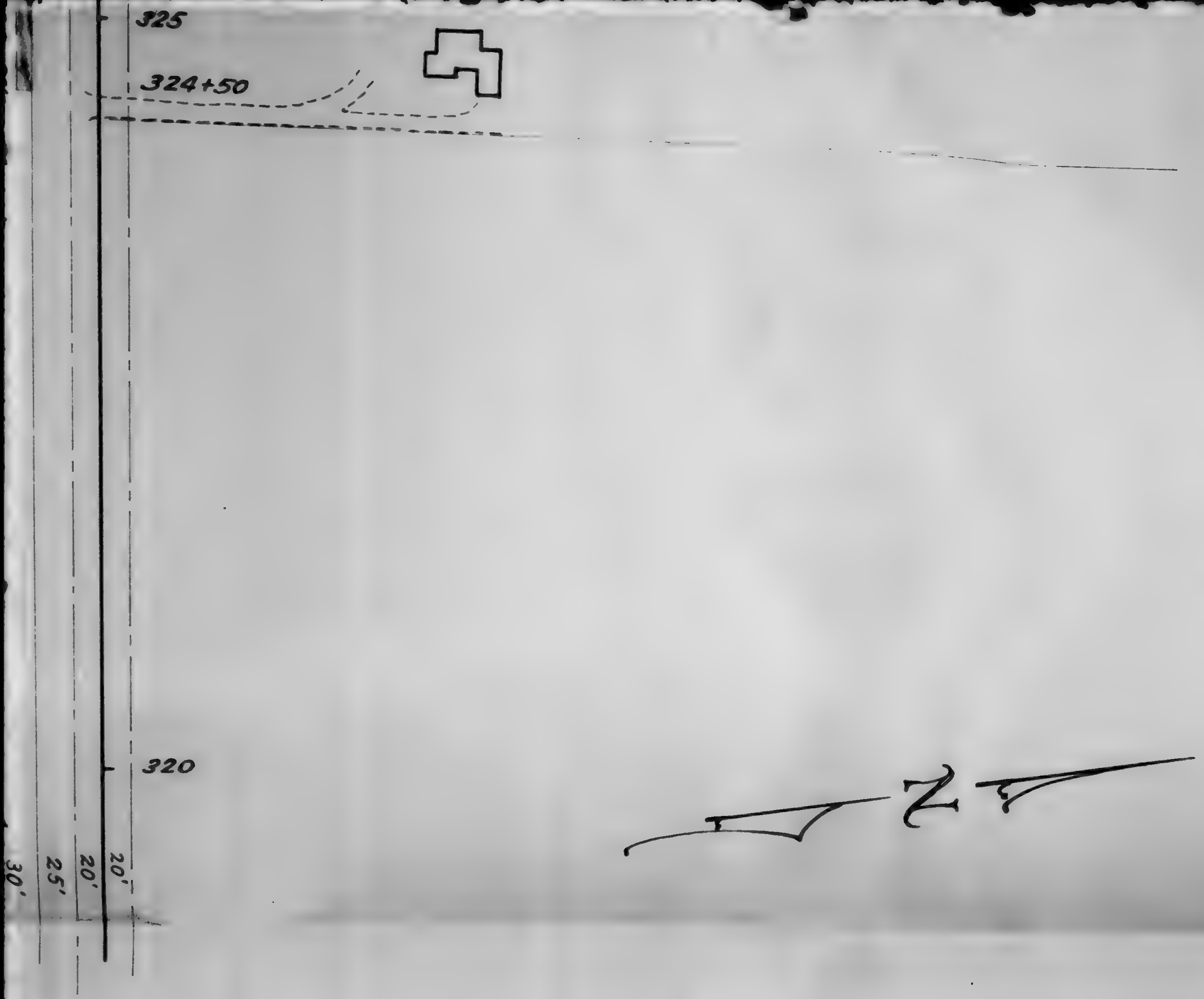




℄ W.B. Lanes
324+50


Relocating
20'
℄ W.B. Lanes
325
324+50
320
20'

N
325
324A50
320
20'
20'
25'
30'


325
324+50
320
N
30'
25'
20'
20'

OREGON STATE HIGHWAY DEPARTMENT

Located Line

HILLSBORO - REEDVILLE SECTION

TUALATIN VALLEY HIGHWAY

ENCROACHMENT ON S.P. R.R. CO.

WASHINGTON COUNTY

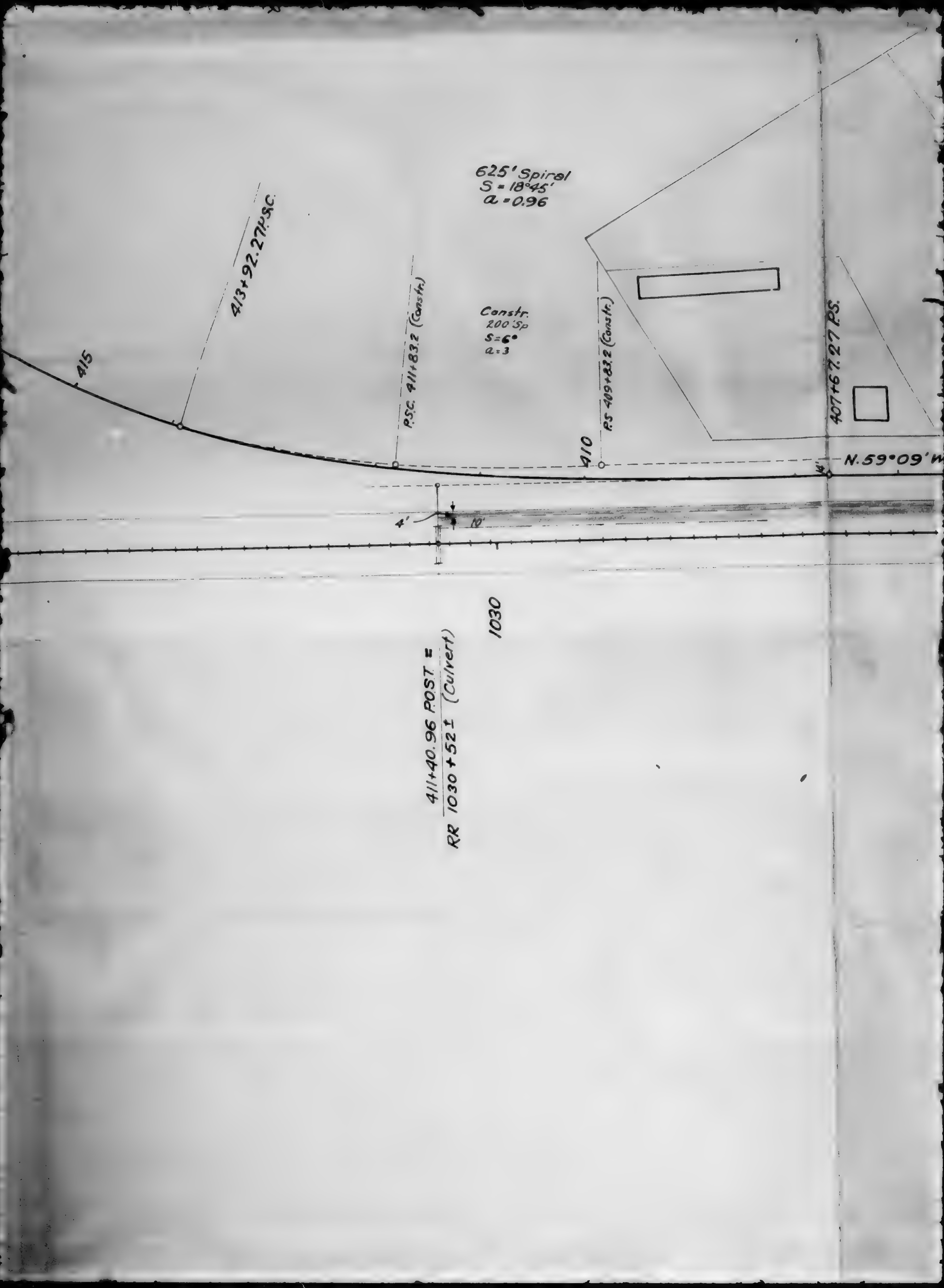
Scale 1"=100'

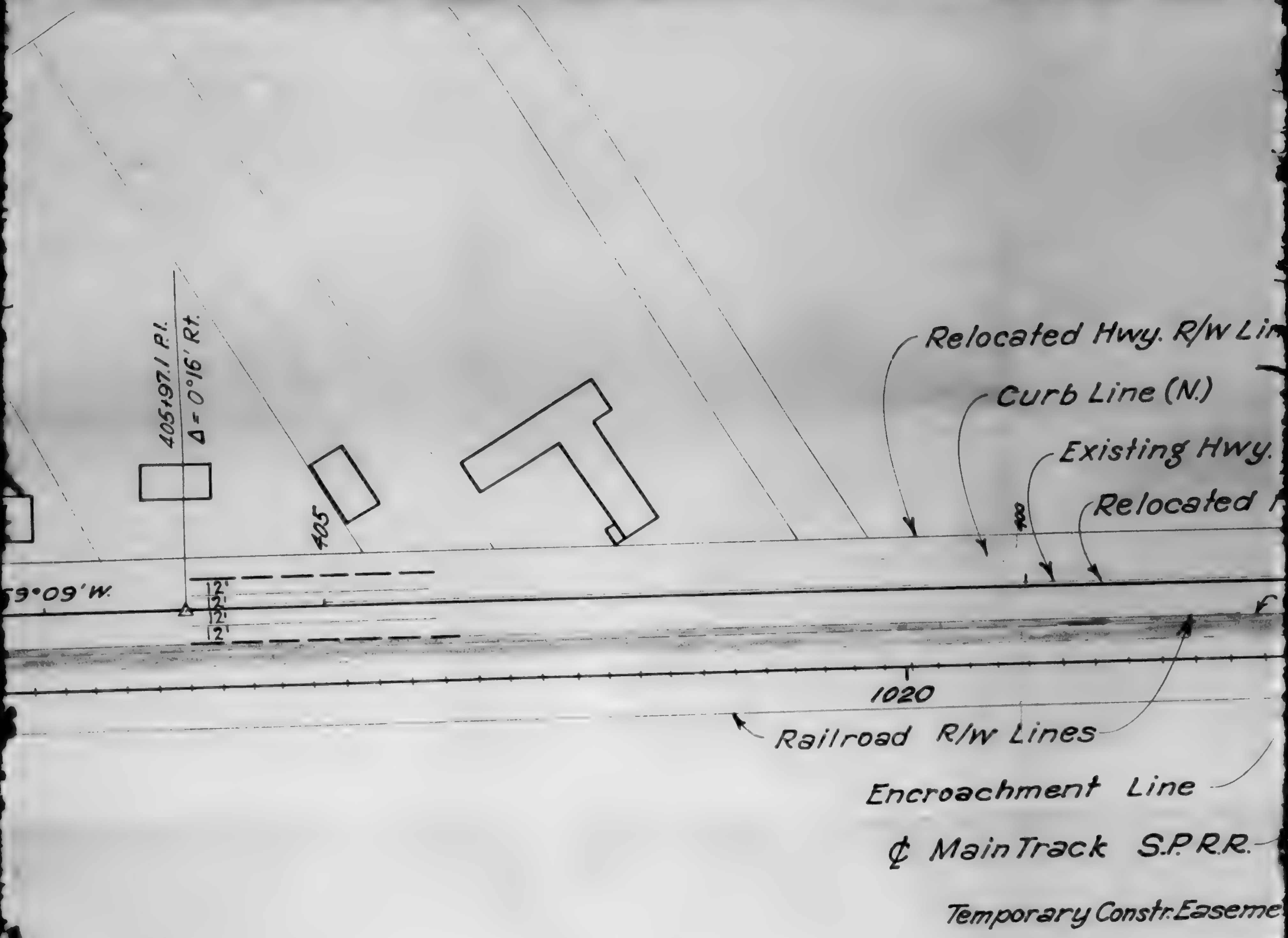
Nov. 1957
Revised Sept. 1959
" Dec. 1959

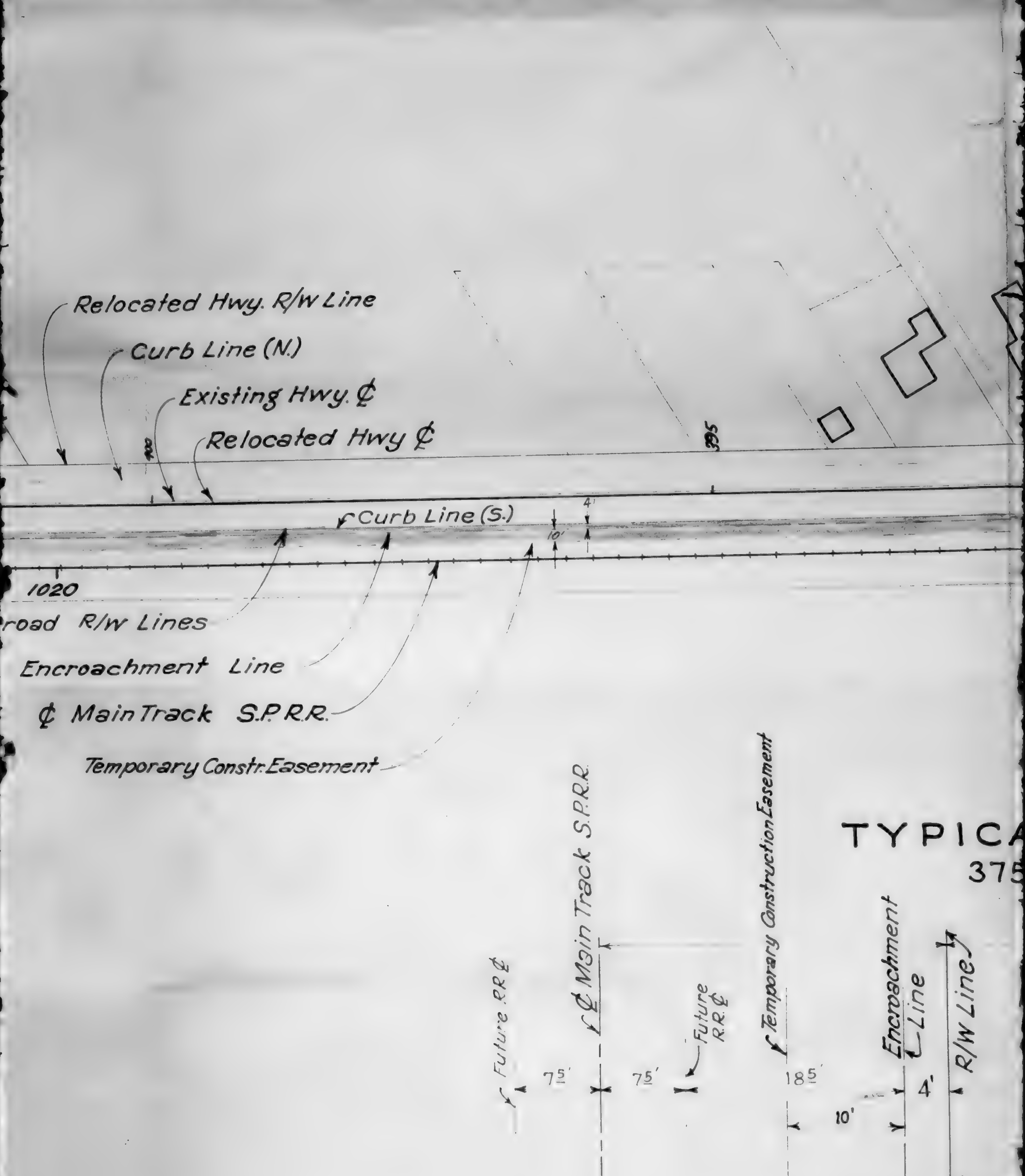
DWG. No. 8B-7-9

See R/W Map 8B-15-10

415

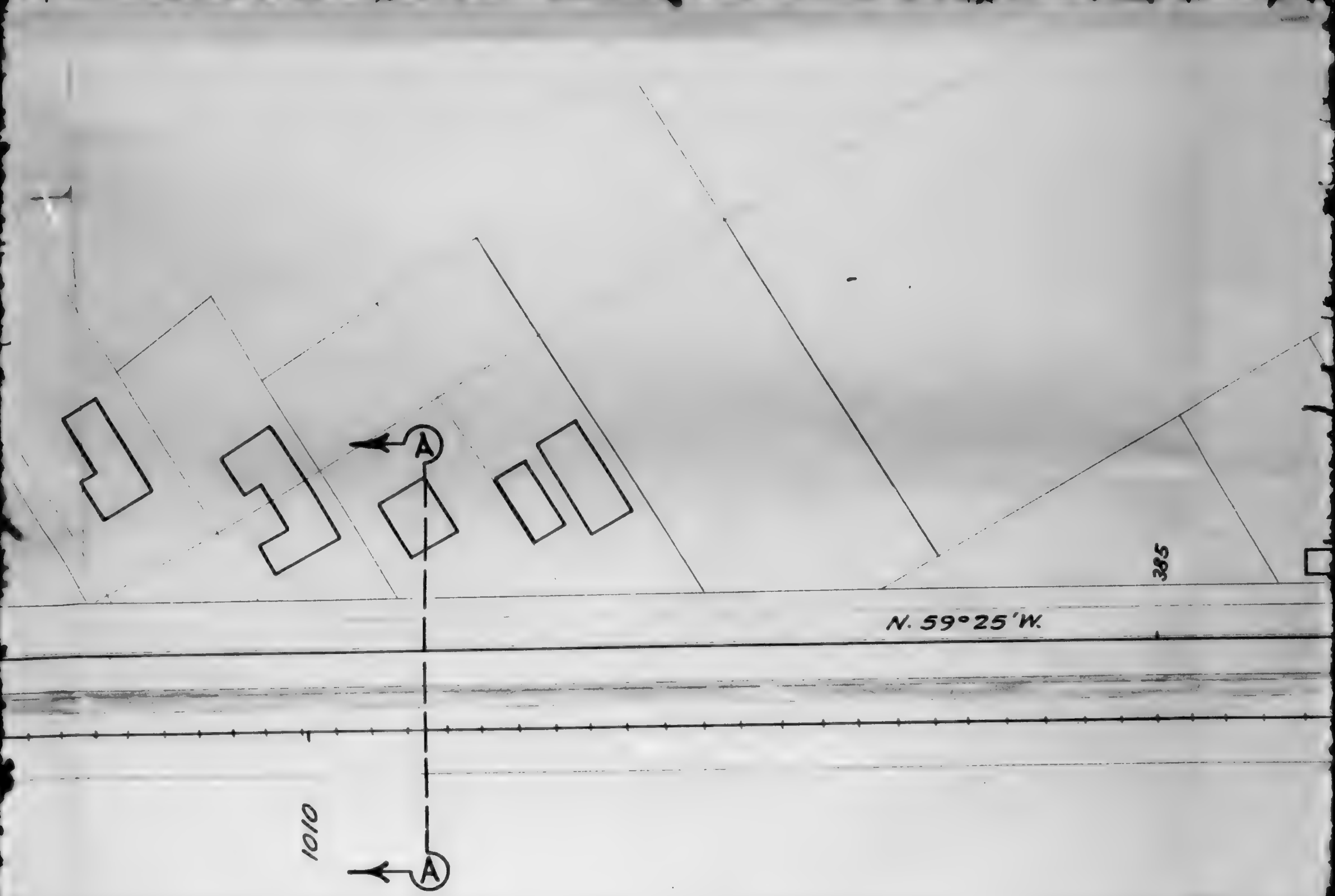

625' Spiral
S = 18°45'
a = 0.96
413+92.27 P.S.C.
415
P.S.C. 411+83.2 (Constr.)
Constr.
200' Sp
S=6°
a=3
P.S 409+83.2 (Constr.)
410
407+67.27 P.S.
N.59°09'W
4'
10'
1030
411+40.96 P.O.S.T. =
RR 1030+52± (Culvert)


405+97.1 P.I.
Δ = 0°16' Rt.
405
59°09' W.
12'
12'
12'
12'
1020
Relocated Hwy. R/W Lin
Curb Line (N.)
Existing Hwy.
Relocated
Railroad R/W Lines
Encroachment Line
℄ Main Track S.P.R.R.
Temporary Constr. Easeme



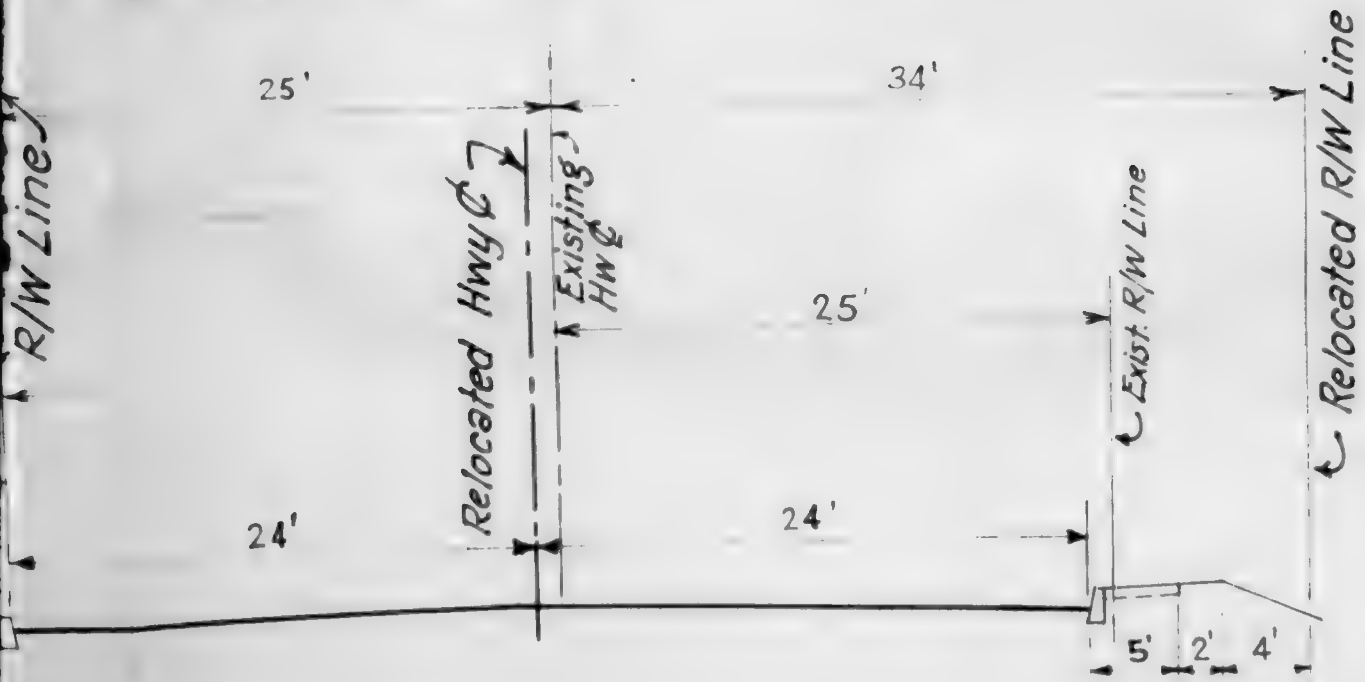
TYPICA
375

(A-A St

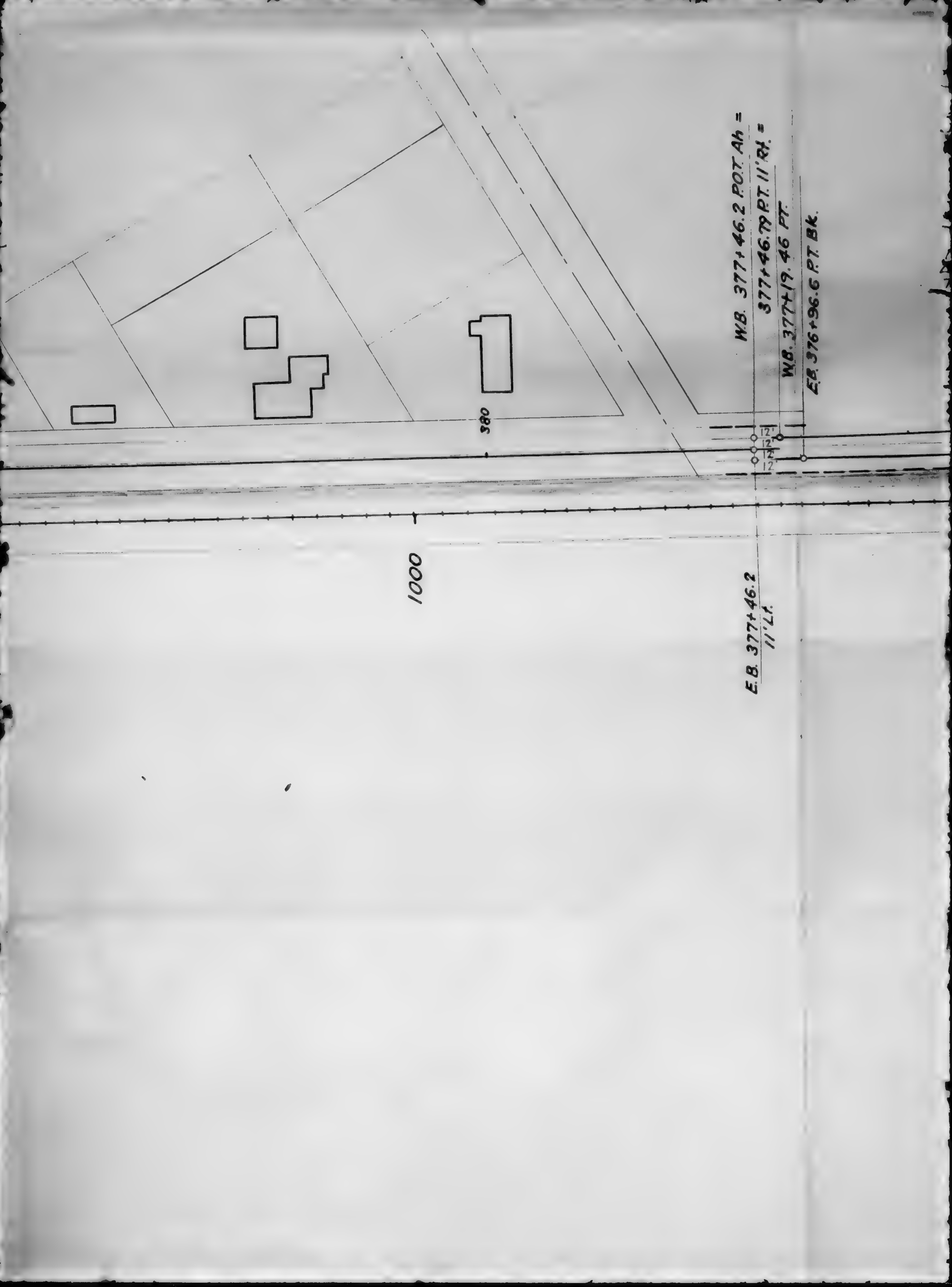


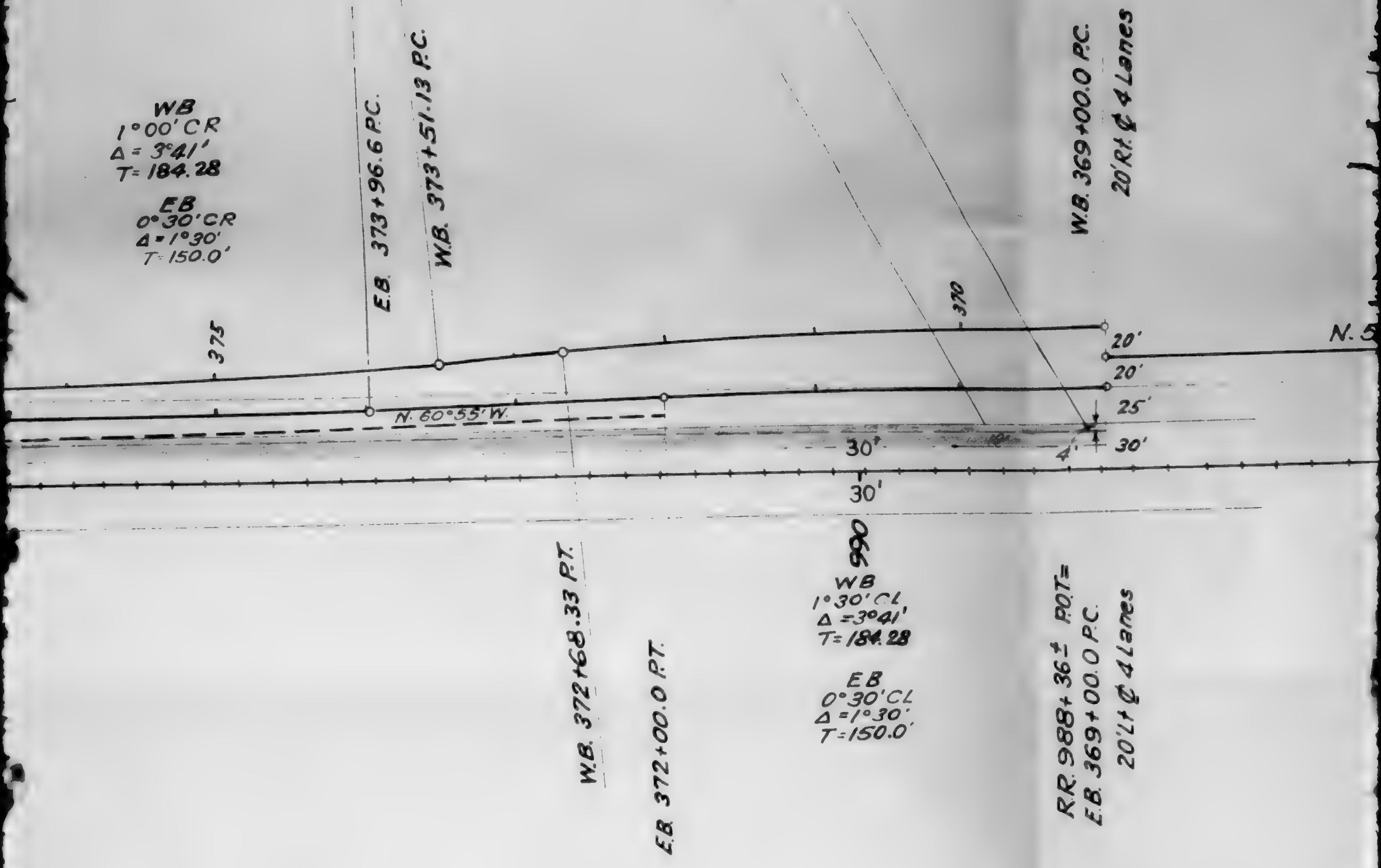
ICAL SECTION

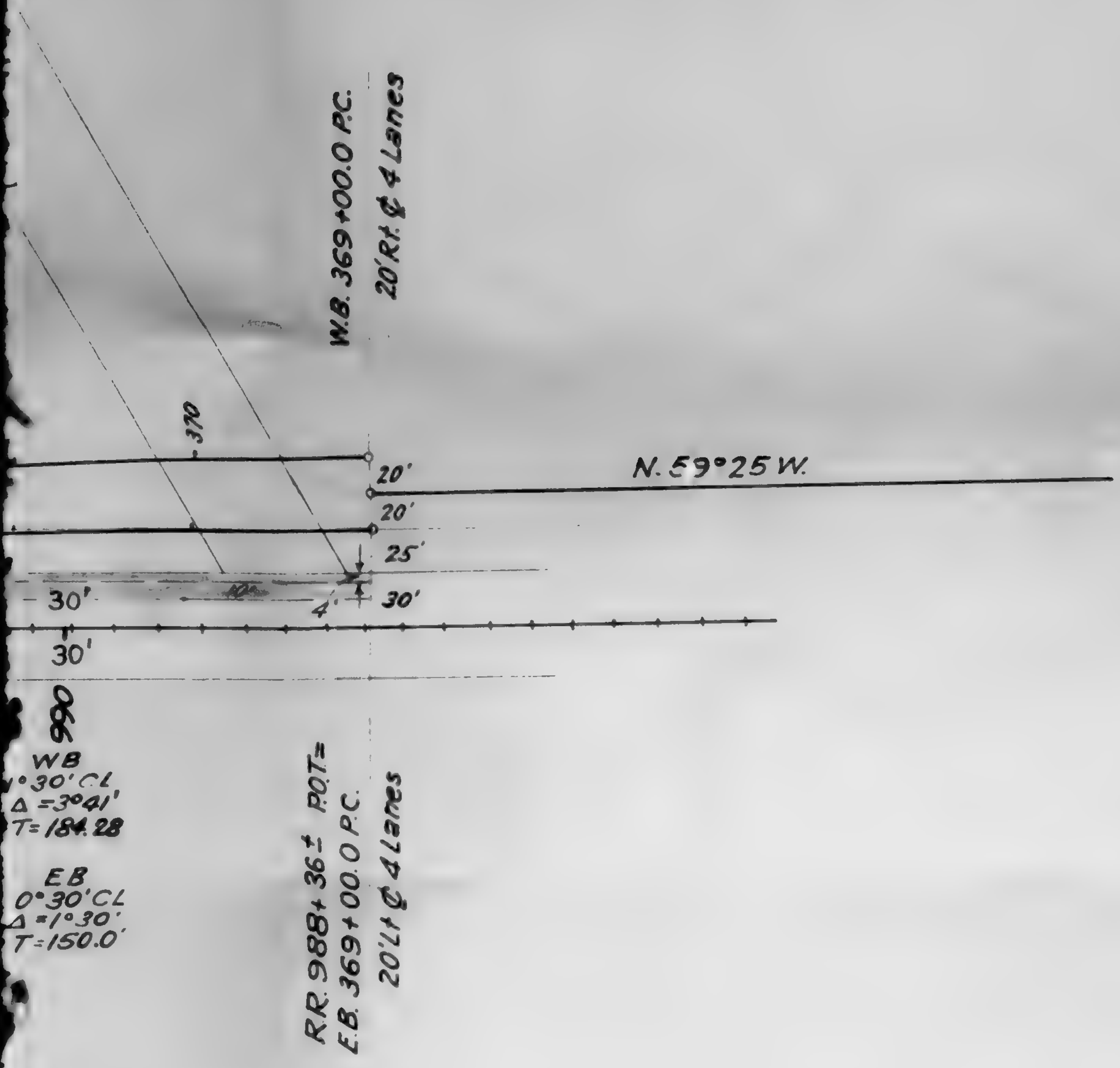
375+00 to 410+00

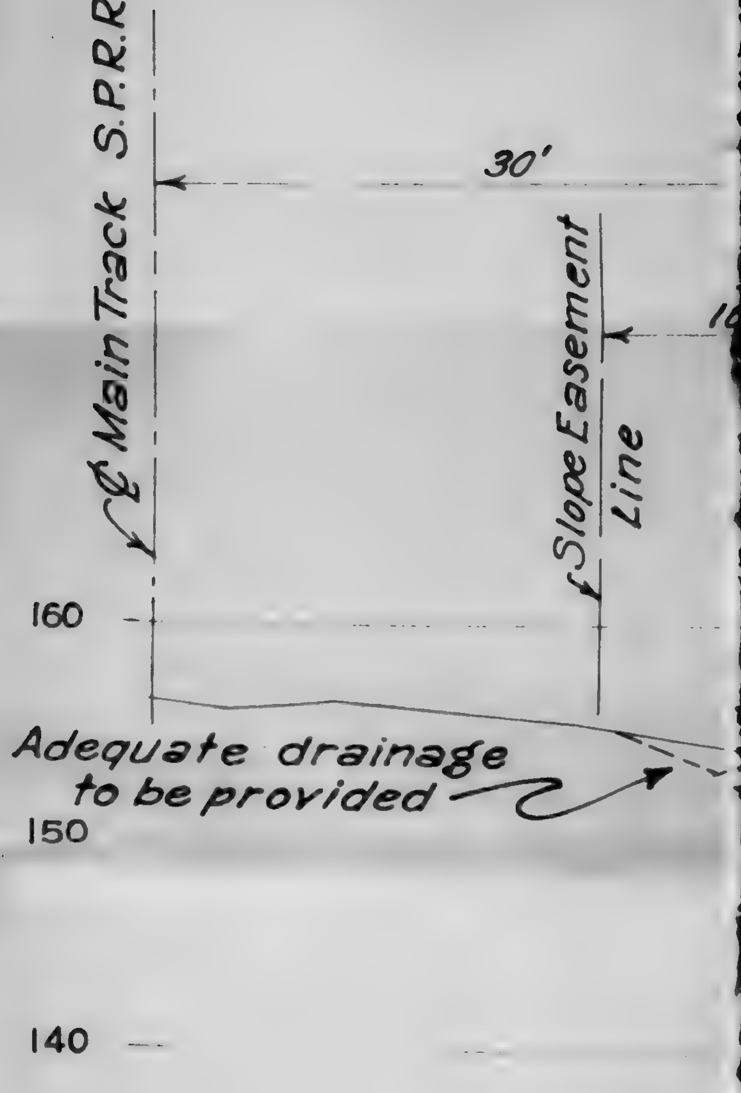


-A Sta.390+00 = R.R.1009+21±)

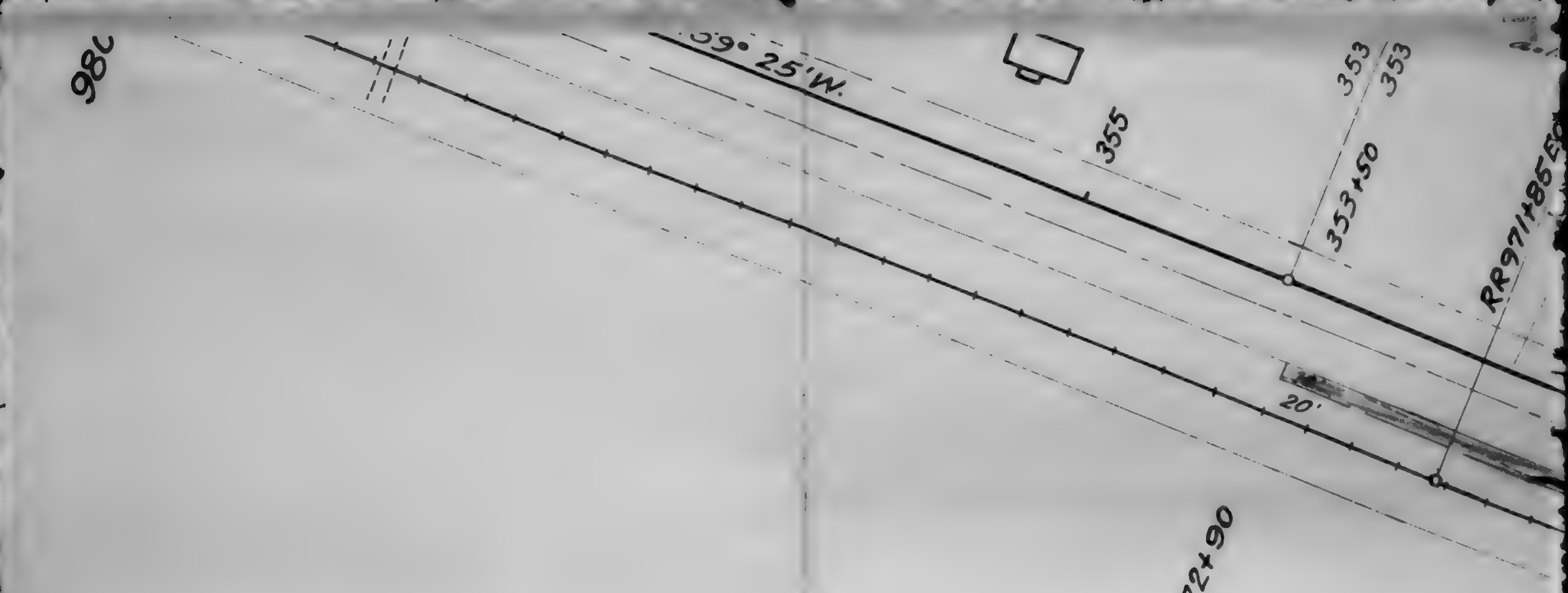

W.B. 377+46.2 P.O.T. Ah =
377+46.79 P.T. 11' Rt. =
W.B. 377+19.46 PT.
E.B. 376+96.6 P.T. Bk.
12'
12'
12'
12'
380
1000
E.B. 377+46.2
11' Lt.

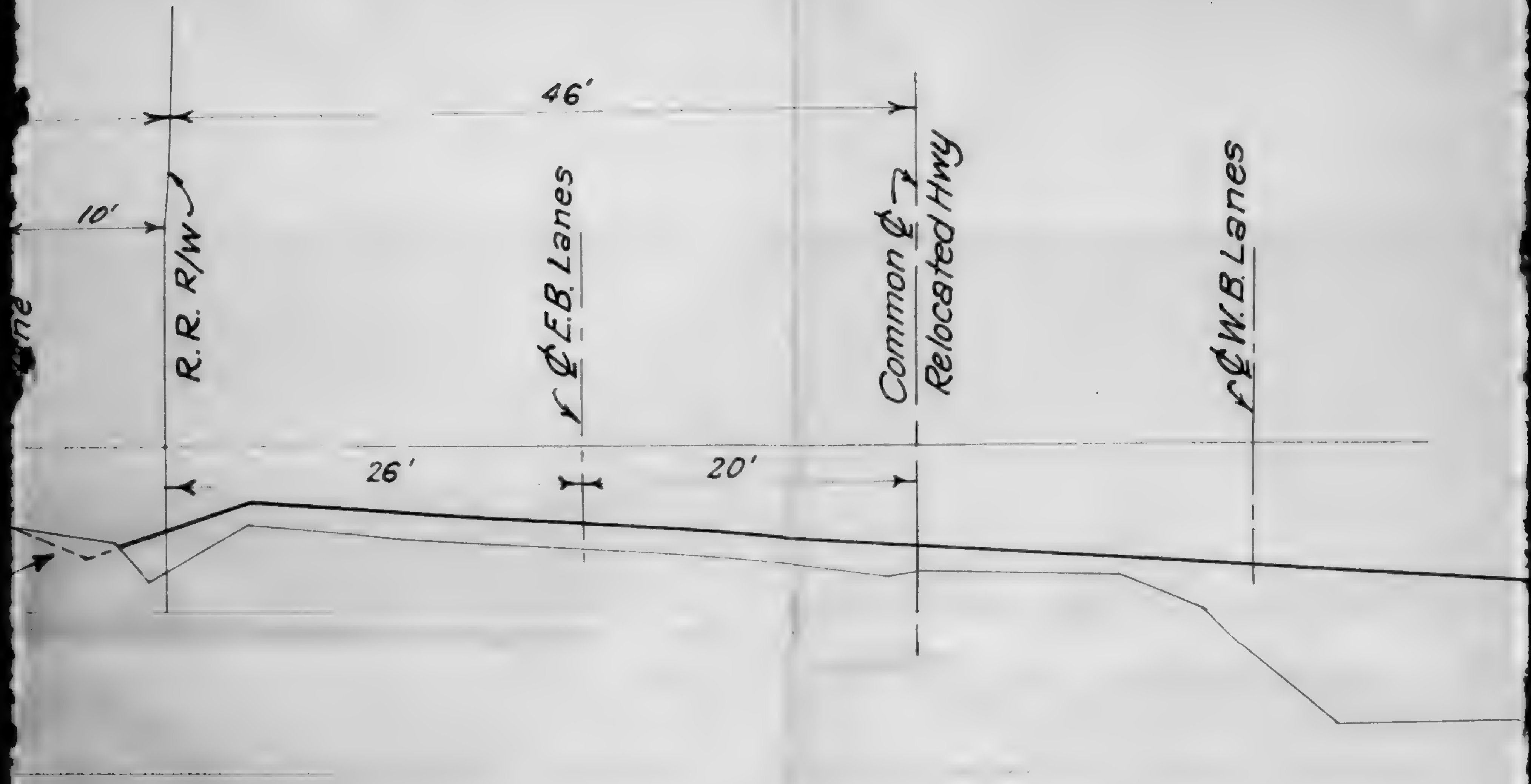

WB
1°00'CR
Δ = 3°41'
T= 184.28
EB
0°30'CR
Δ = 1°30'
T=150.0'
E.B. 373+96.6 P.C.
W.B. 373+51.13 P.C.
W.B. 369+00.0 P.C.
20'Rt. ℄ 4 Lanes
375
370
N. 5
20'
20'
25'
30'
N. 60°55' W.
30'
4'
30'
990
WB
1°30'CL
Δ =3°41'
T=184.28
EB
0°30'CL
Δ =1°30'
T=150.0'
W.B. 372+68.33 P.T.
E.B. 372+00.0 P.T.
R.R. 988+36± P.O.T.=
E.B. 369+00.0 P.C.
20'Lt ℄ 4 Lanes

W.B. 369+00.0 P.C.
20' Rt. ℄ 4 Lanes
370
N. 59°25 W.
20'
20'
25'
30'
4'
30'
30'
990
WB
1°30' CL
Δ =3°41'
T= 184.28
EB
0°30' CL
Δ =1°30'
T=150.0'
R.R. 988+36± P.O.T.=
E.B. 369+00.0 P.C.
20' Lt ℄ 4 Lanes


℄ Main Track S.P.R.R.
30'
Slope Easement Line
160
150
140
Adequate drainage to be provided

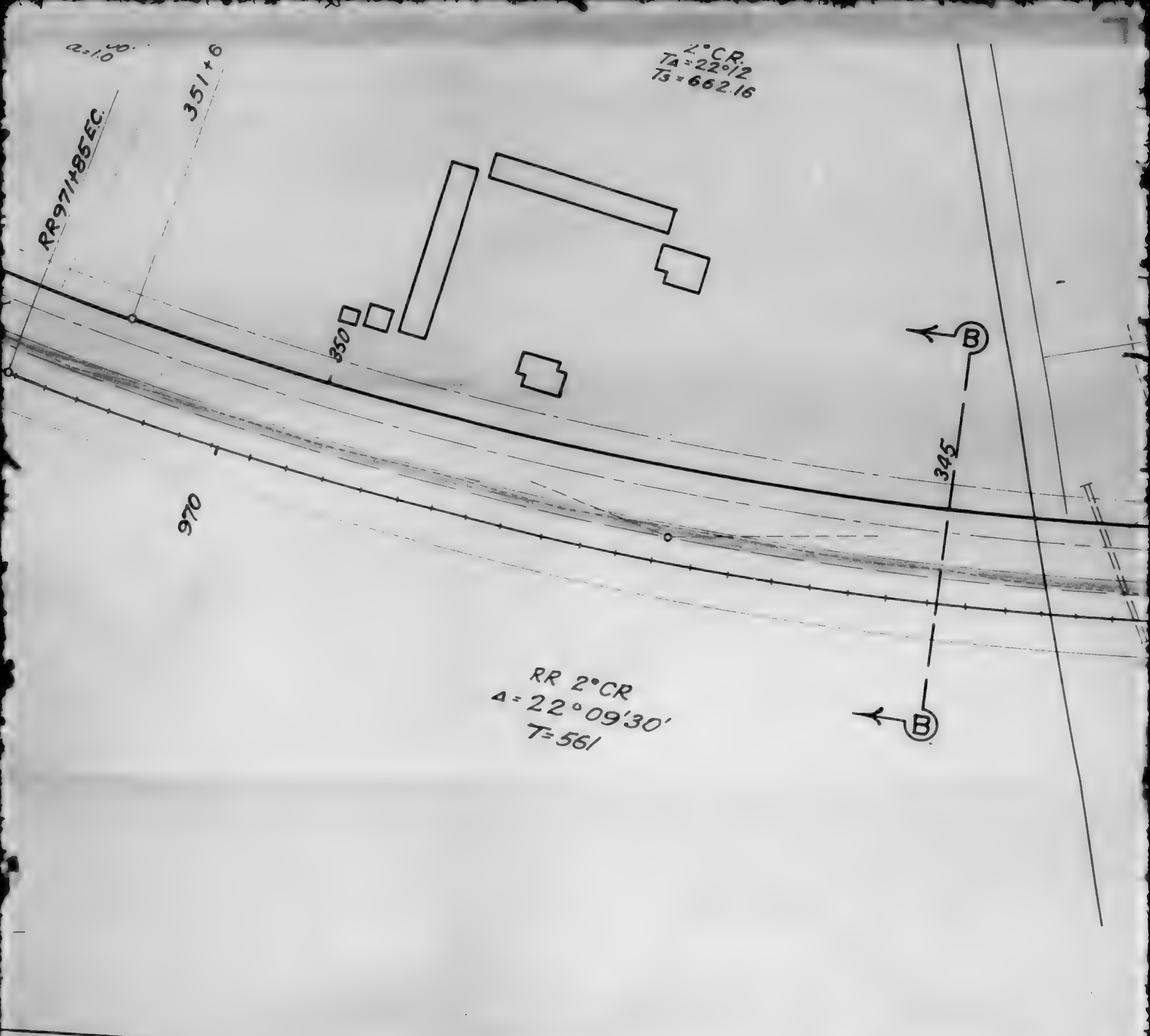
98c

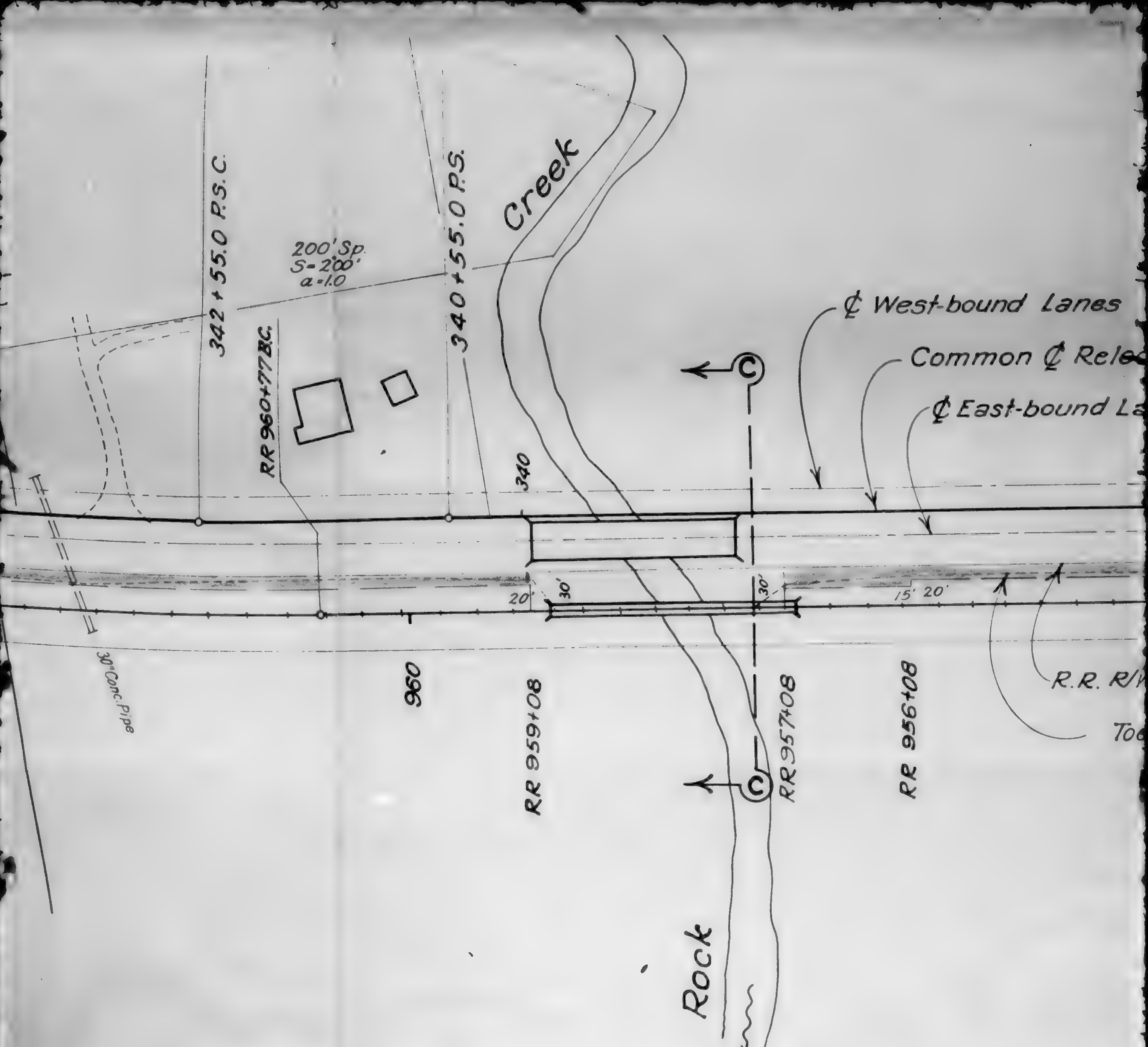


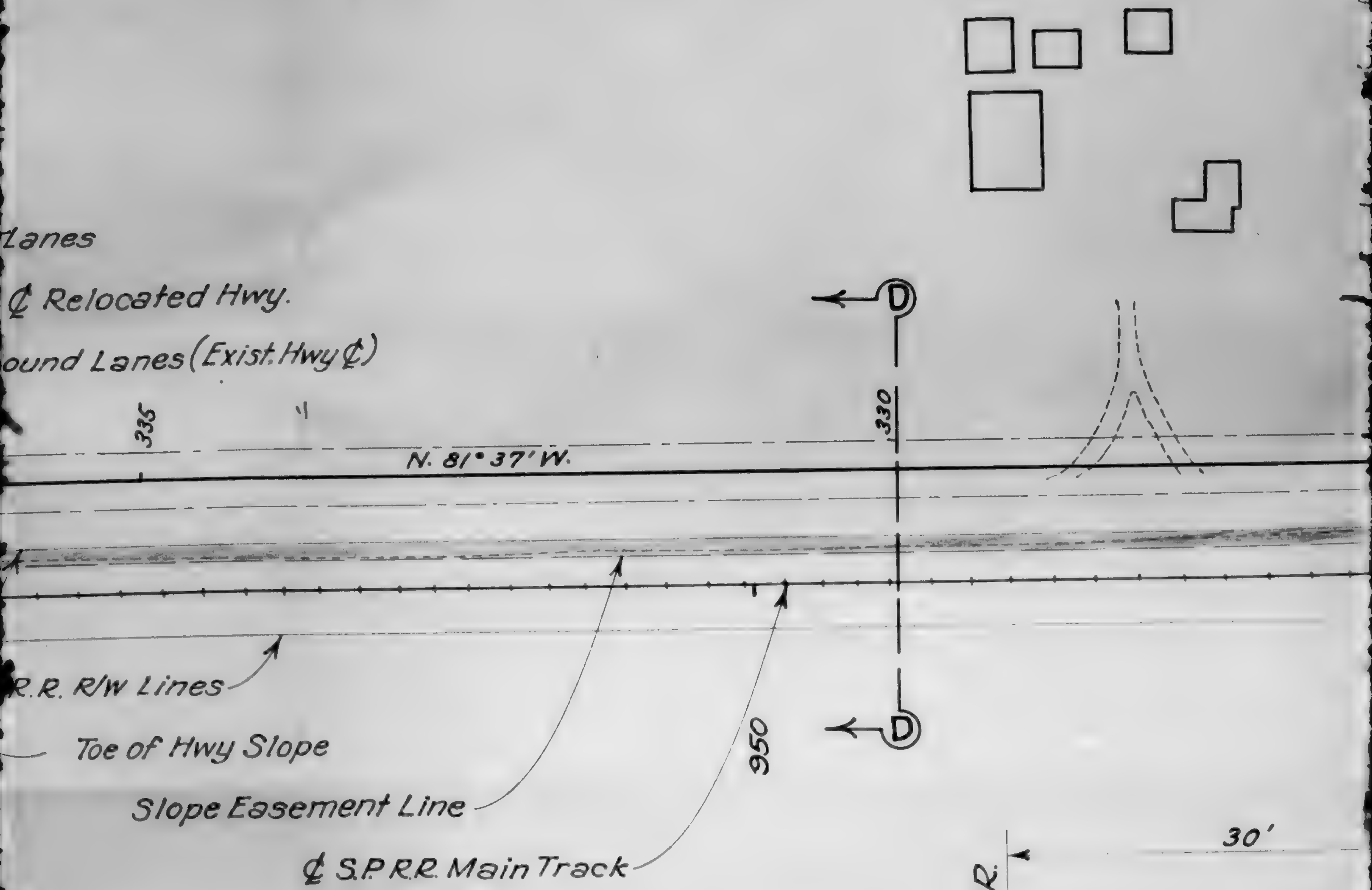


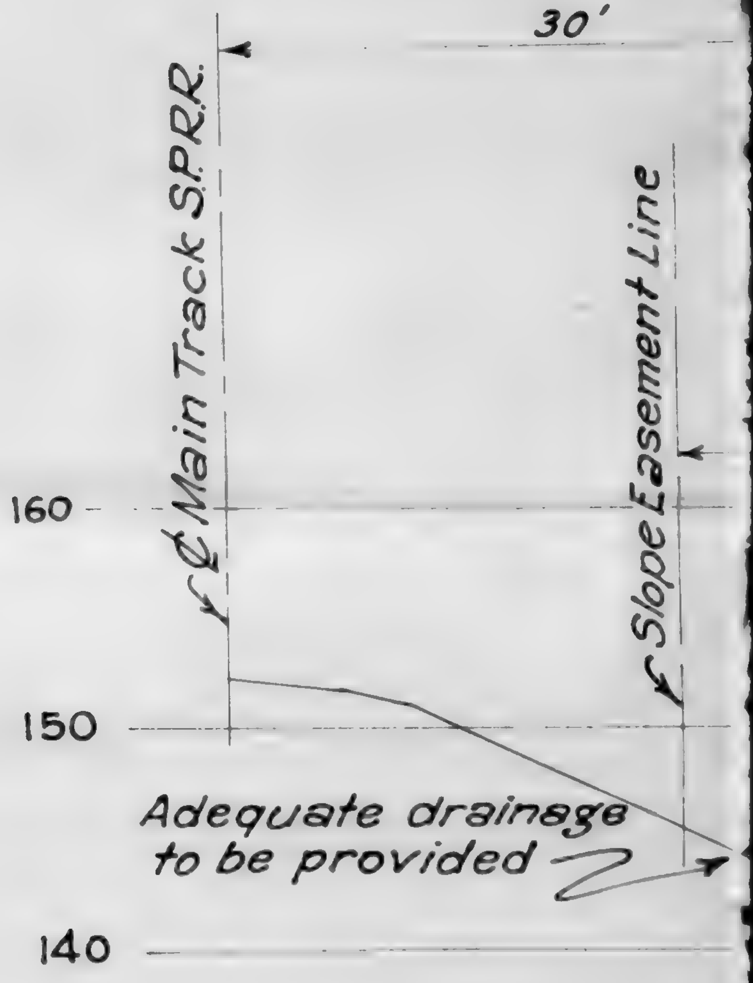
SECTION B-B

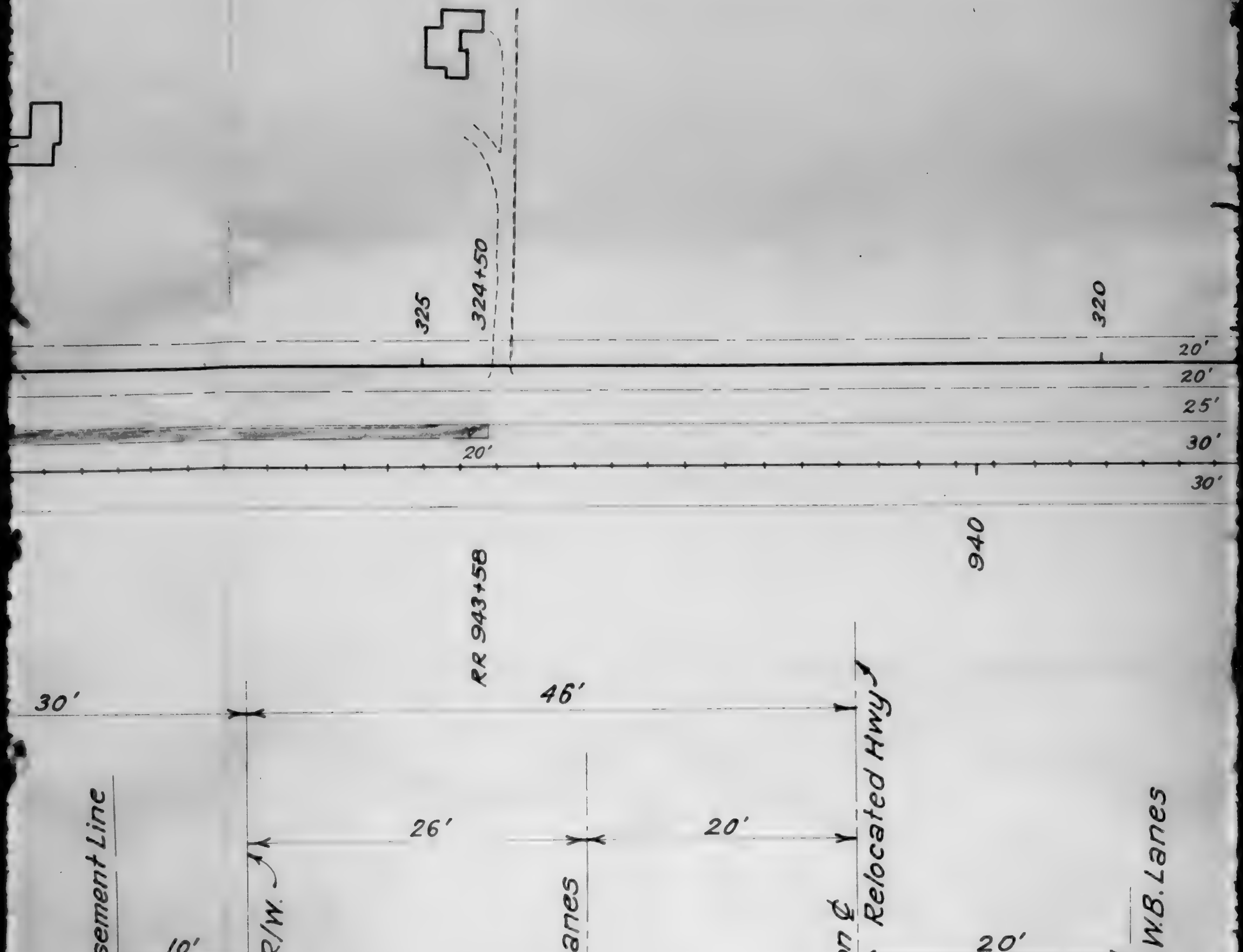
Sta. 345+00 = R.R. 964+18 ±


a=1.0 40'
351+6
RR971+85EC.
2°CR.
TA=22°12
TS=662.16
350
B
345
970
RR 2°CR
Δ=22°09'30'
T=561
B


342+55.0 P.S.C.
340+55.0 P.S.
Creek
200' Sp.
S=200'
a=1.0
RR 960+77 B.C.
340
℄ West-bound Lanes
Common ℄ Rele
℄ East-bound La
C
20'
30'
30'
15' 20'
960
RR 959+08
RR 957+08
RR 956+08
R.R. R/
To
30" Conc. Pipe
C
Rock


Lanes
¢ Relocated Hwy.
ound Lanes (Exist. Hwy ¢)
335
330
N. 81° 37' W.
D
D
R.R. R/W Lines
Toe of Hwy Slope
950
Slope Easement Line
¢ S.P.R.R. Main Track


30'
¢ Main Track S.P.R.R.
Slope Easement Line
160
150
140
Adequate drainage to be provided



SECTION D-D

Sta. 330+00 = R.R. 949+05±

20'
20'
25'
30'
30'
℄ W.B. Lanes

RECEIVED
AUG 19 1959
FOR FILING

F-183(13)

5765

August 18, 1959

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Re: Hillsboro-Reedville Section
Tualatin Valley Highway

Dear Sir:

I am attaching two sketch maps showing proposed typical sections on the above section of highway. The one section (Station 239 to 369) goes from Reedville westerly to about the east city limits of Hillsboro. This connects with our existing construction through Reedville, which has 12-foot lanes. The second typical section (Station 377 to 410) is within the city limits of Hillsboro and connects on the west with our existing construction in the city of Hillsboro, which presently has a 46-foot curb-to-curb roadway. Through this last section, we have encroached on the railroad right of way about the maximum allowable amount.

Our relocated right-of-way line on the northerly side of the highway is as far north as we can go without purchasing buildings at a considerable increase in right-of-way cost. This latter section has a 48-foot roadbed, giving us in effect four 11-foot traffic lanes with two-foot median, and a one-foot curb shy distance on each side.

I would request approval of this 48-foot roadbed section.

Very truly yours,

W. C. Williams
State Highway Engineer

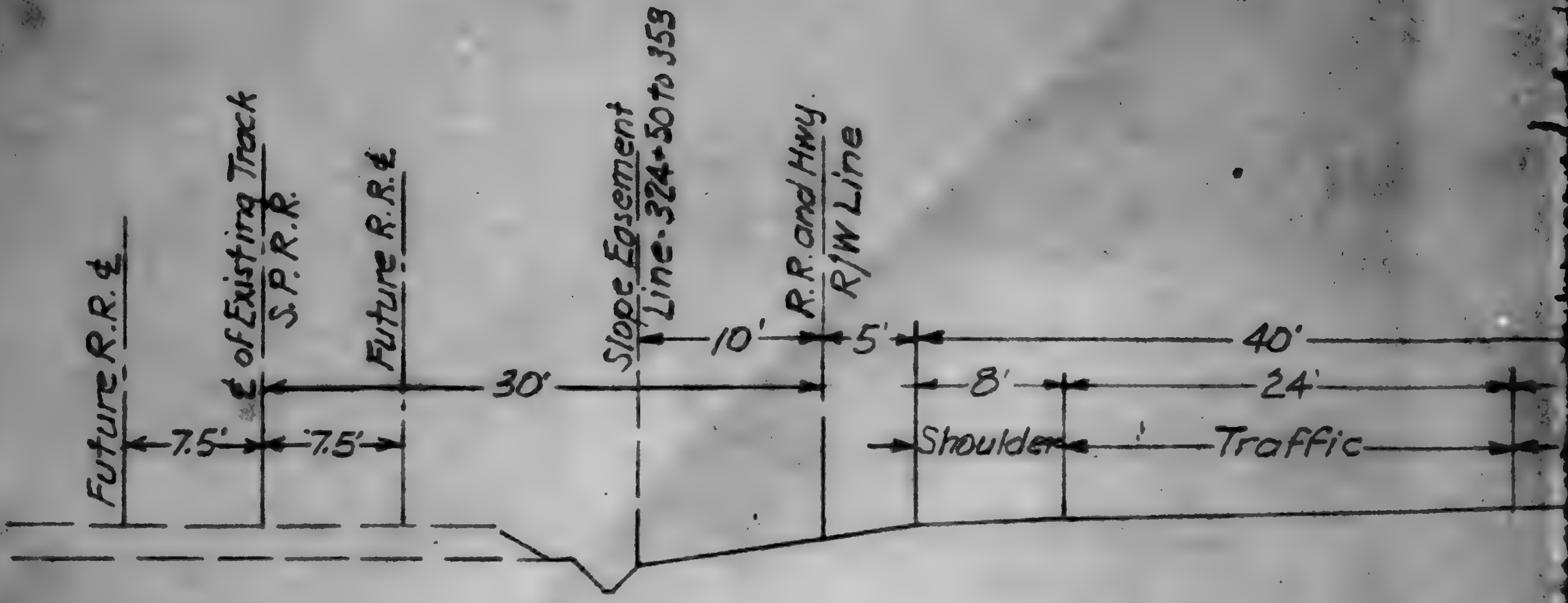
By

Forrest Cooper
Deputy State Highway Engineer

Encl.

cc Mr. W. C. Williams
Mr. Tom Edwards

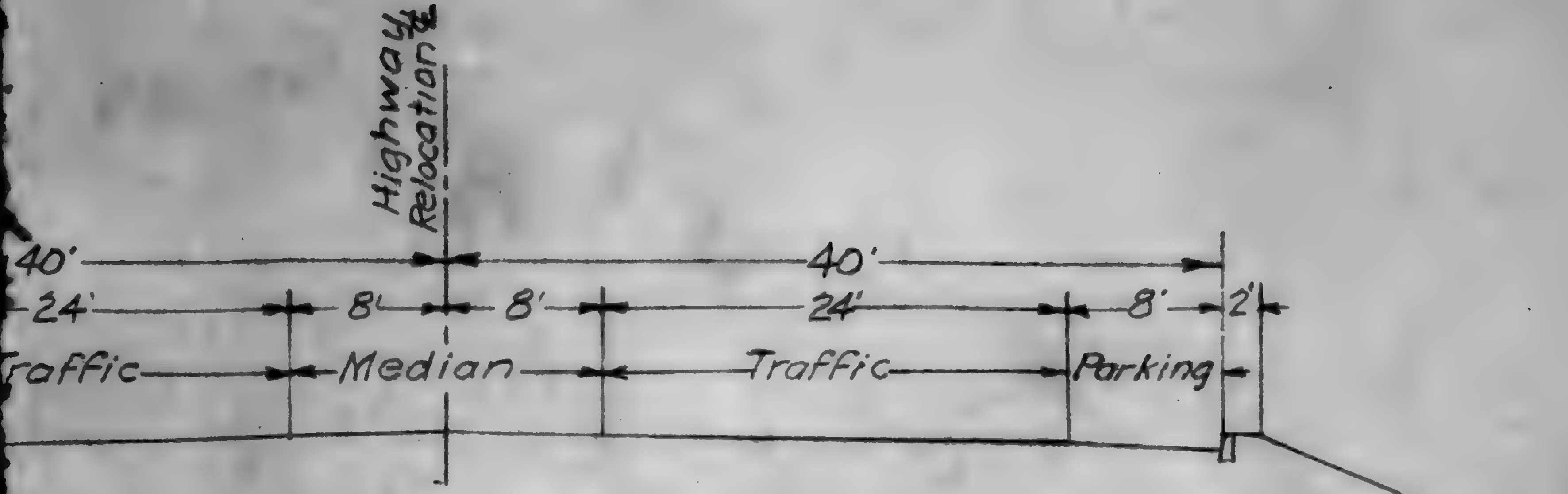
DJB:law fn



Sta. 23

TYPICAL SEC
Sta. 239 to Sta.

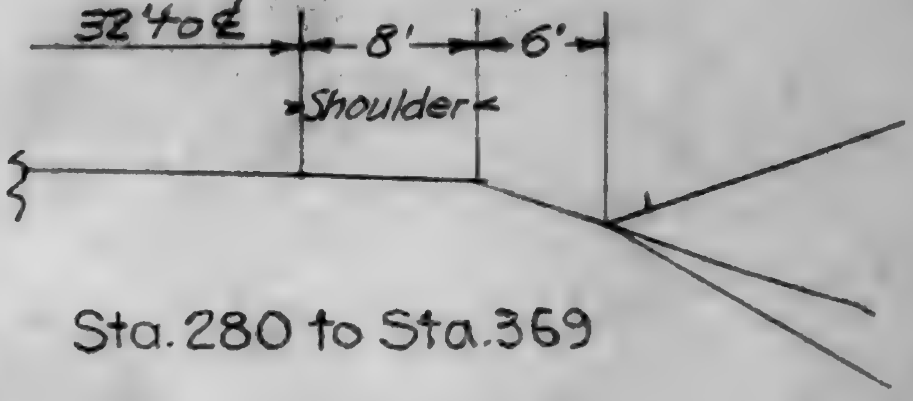
HILLSBORO-REE
Tualatin Valle



Sta. 239 to Sta. 280

PICAL SECTION

239 to Sta. 369

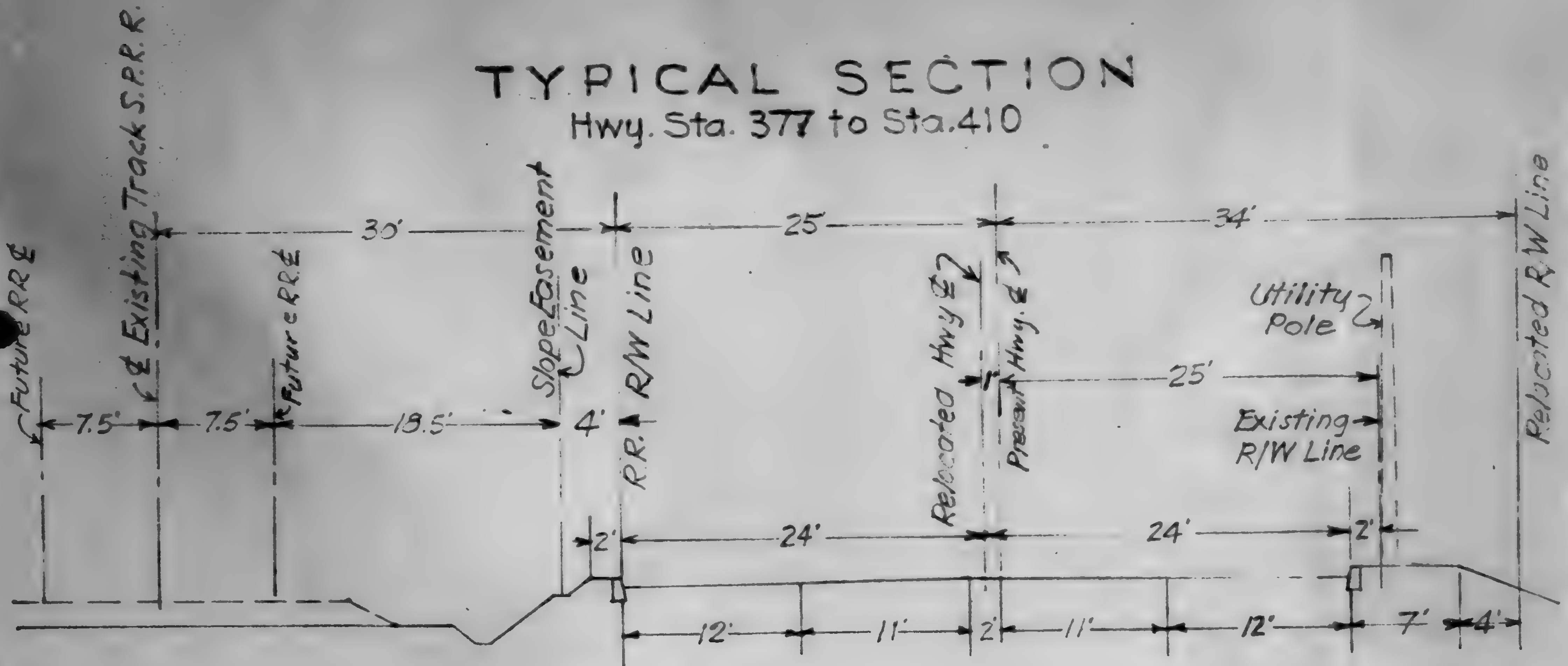


Sta. 280 to Sta. 369

BORO-REEDVILLE SECTION

ualatin Valley Highway

TYPICAL SECTION
Hwy. Sta. 377 to Sta. 410



HILLSBORO-REEDVILLE SECTION
Tualatin Valley Highway

July 1959

FORM E-30 90M 11-58 15880

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 13, 1959

SUBJECT: Hillsboro-Reedville Section
Tualatin Valley Highway

To:

Mr. Forrest Cooper
Deputy State Highway Engineer
Office

Attached are a suggested rough draft of a letter to Mr. Polk and four prints each of the two typical sections on the above section of highway. We thought is desirable to get Bureau approval on the 48-foot roadbed section before proceeding further with our plans. We find that the Bureau turned down a 46-foot section in our construction through Hillsboro and that it had to be constructed with State money.

I would recommend that you send these suggestions in letter to Mr. Polk for their approval.

Tom Edwards
Construction Engineer

By D. J. Barbee

D. J. Barbee
Asst. Construction Engineer

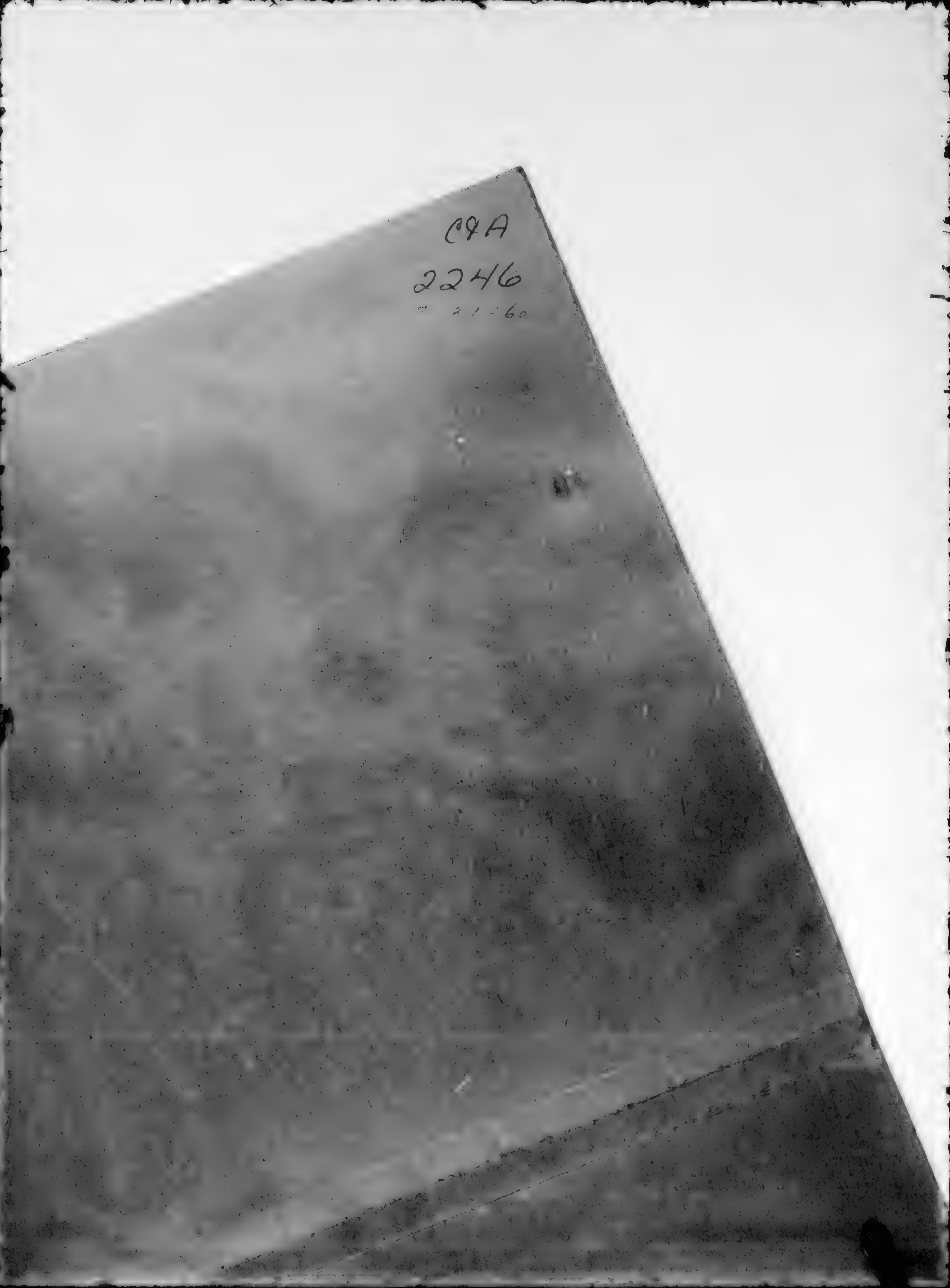
DJB:law

Attachments

RECEIVED
AUG 14 1959
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
FORREST COOPER

S-406(3) S. Unit, Bomber Range Rd. 1960
Sec. (Oiling)
#5766


C&A
2246
21-60

Phone call to H. S. Cox

7/16/63

NOTED
Harold C. Ayers
SMA

N D
H. S. COX

NOTED
DON HARWELL

FAS 829

Mr. Jensen of BPR phoned. Said he talked to Judge Peterson of Morrow County on Bomber Range Road & the judge would like to have one of the County-City men make an estimate of repairing the damage on the southerly end. Mr. Jensen also talked to Ted Dec about setting up a new FAS job and he said we would have to put on about 6" of base rock and a new pavement - - if Jones goes over he should make estimate of new base rock & surface.

NOTED
V. R. JONES

7-24-63

Talked with entire Court this date. They expressed no desire for any surfacing job. Judge stated 7-23-63 that they would repair Bomber range road themselves. Looked over Willow Cr Rd. (FAS 682) at Judge's request. Advised that the County repair this road by base patches 4" to 6" in depth & oiled Full width over top of patches

Ted Cox

[redacted] R L Porter

March 19, 1963

Mr. A. W. Parsons, Division Engineer
U.S. Department of Commerce
Bureau of Public Roads
477 Cottage Street N.E.
Salem, Oregon

Dear Mr. Parsons:

About two weeks ago while traveling in eastern Oregon I had occasion to go over the Bomber Range Road, FAS 829, in Morrow County. I noted that the southerly 2.75 miles of this road was in poor condition. I made a point of seeing the Morrow County Court about the condition of this road, and they assured me that as soon as weather conditions were favorable this section of road would be properly patched and maintained.

At the present time additional investigation of this road section is being undertaken by our soils people.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

H. S. Cox
County and City Engineer

HSC:mm

NOTED
H. S. COX

NOTED
C. G SWENSON

May 3, 1961

Morrow County Court
Courthouse
Heppner, Oregon

S-406 (3)

Gentlemen:

Final costs are now available for the South Unit, Bomber Range Road, Contract #5766, on FAS 829, as shown in the attached cost statement. In accordance with the agreement dated July 8, 1960, a refund of $841.78 is due the County in connection with this project.

In compliance with your previous request, this refund has been held and applied on the advance deposit for the South Unit, Jordan-Ruggs Section of FAS 552, and has been incorporated into the letter of request for an advance deposit dated April 12, 1961.

Very truly yours,

W. C. Williams
State Highway Engineer

By

H. S. Cox
Assistant County & City Relations Engineer

HSC:mm
Att.

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APR 21 1961
FORM E-20X 50M 2-60 28110

FOR FILING

S-406 (3)

5766

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 20, 1961

SUBJECT:

To: Mr. A. E. Johnson
Mr. Lloyd Shaw
Mr. J. D. Walker
Mr. F. D. Morgan
Mr. Dean Swift
Mr. A. F. Parson

It is necessary to reiterate the responsibility which has been placed on the Division Engineer to insure that surfacings are properly and soundly constructed and that they shall be inspected by the Division Engineer prior to acceptance. Further, we have again had trouble with a surface placed over a base constructed by a county on an FAS project. We quote as follows from a letter on the subject from the Bureau of Public Roads:

"..We have been concerned for some time about the quality of construction being performed by the counties and which is to be used as a foundation for a bituminous surface to be placed as a Federal Aid Secondary Project. In order to avoid a re-occurrence of the difficulties encountered on this project, we suggest that you make a more thorough examination of the county construction prior to the program stage so that any corrective measures may be included in the program. In the future, we will require a firm commitment from you at the program stage that the prior stages of construction are in accordance with State standards and are adequate and suitable for the purpose for which they are intended.

"We would also like to suggest that you exert greater control over placing of bituminous surfaces beyond the normal oiling season.."

We must, therefore, again caution you that extreme care be taken in placing of surfacings over bases prepared by counties and that you exercise the necessary control over the oiling or paving to the end that the jobs are properly completed.

Tom Edwards
Tom Edwards
Construction Engineer

TE:jw

cc Forrest Cooper ✓

NOTED

RECEIVED
APR 20 1961
OFFICE OF
STATE HIGHWAY ENGINEER

FORM CD-121
(9-22-59)

UNITED STA S ERNMENT

Memorandum

U L RTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
408 State Highway Building
Salem, Oregon

TO : Mr. W. C. Williams, State Highway Engineer
Salem, Oregon

DATE: April 17, 1961

FROM : C. G. Polk, Division Engineer
08-35.2-DA Salem, Oregon

By: DME
D. M. Emrich
Acting Division Engineer

SUBJECT: Oregon Project S-406(3), Standards Underlying Federal-aid Surfacing

We have recently received an inquiry from the County Court of Morrow County relative to failure of the bituminous surface on Federal Aid Secondary Project S-406(3). As a result of this inquiry, a joint meeting was held with the court on April 6, 1961, at which representatives of your department were present.

The failure was attributed to the following causes:

CONSTRUCTION DIVISIO
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APR 18 1961
NOTED ☑ ☑ ☐ ☐ ☐
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1. Minimum thickness of pit run base of a round nature thus allowing movement within the base and also its quality of ability to retain water rather than having it of a free draining nature.

2. Lack of sufficient fines in the leveling course materials to allow for tight set up of the material. Its condition being looser than desired. Also its ability of voids thus allowing water to congregate in the area of the leveling course but on top of the pit run base material.

3. Lateness in the season of the placing of the oil mat, thus not having sufficient curing time before the cold nights and the winter wet season.

4. Heavy hauling of wheat on the roadway, especially during the periods before any time had been allowed for curing but probably worse during the thawing and freezing periods and continued allowance of this hauling equipment to operate after distress was first noted.

Edw

5. The design of the roadway may be a little light for this wheat hauling traffic.

It appears to us that there might be some criticism of the State for permitting the oil to be placed on a seemingly unsatisfactory base and for permitting the oiling to be done so late in the year that it had no opportunity to cure out.

(MORE)

NOTED
FORREST COOPER

We have been concerned for some time about the quality of construction being performed by the counties and which is to be used as a foundation for a bituminous surface to be placed as a Federal Aid Secondary Project. In order to avoid a re-occurrence of the difficulties encountered on this project, we suggest that you make a more thorough examination of the county construction prior to the program stage so that any corrective measures may be included in the program. In the future, we will require a firm commitment from you at the program stage that the prior stages of construction are in accordance with State standards and are adequate and suitable for the purpose for which they are intended.

We would also like to suggest that you exert greater control over placing of bituminous surfaces beyond the normal oiling season.

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APR 17 1961
OFFICE OF
STATE HIGHWAY ENGINEER

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APR 13 1961
FOR FILING
L-406 (3)
5766

FORM 8-90 8OM 3-61 94907

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 11, 1961

SUBJECT: Bomber Range Road
Morrow County
Contract No. 5766

To:
Mr. Forrest Cooper
Deputy State Highway Engineer
BUILDING

We have been advised by the field that the Bomber Range Road contract which was completed last September has shown some distress to the surfacing. Judge Peterson of Morrow County has discussed this with Division personnel and has expressed some dissatisfaction with the job that was done.

This was a County FAS-C job in which the County put on the gravel topping and the 3/4-0 leveling course. The gravel topping certainly contributed to the distress as it was of round uncrushed materials. The 3/4-0 which was produced by the County had insufficient fines and could not be set up. The County did not finish their portion of the work before fall so that we could let our contractor on the job in more favorable weather. This has contributed to the distress referred to.

Judge Peterson claimed that there was not enough oil used in the oil mat. However, our records indicate that the asphalt used overran the contract amounts substantially.

On April 6 a meeting was held with Division personnel, the County Court, the County Roadmaster, Mr. Jensen, Area Engineer for the Bureau of Public Roads, and Mr. Swenson. The damage does not appear to be progressive and it is thought that penetration patching by the County will restore the road to good condition. Reports are that the oil mat as placed is still rather fresh not having cured out completely. This will no doubt correct itself during the coming summer and will induce more stability.

I attach hereto copies of a report and correspondence by the Division which bear upon the matter in considerable detail. It is thought that there is nothing further to do at this time and we should just hold still and see what develops during the coming season.

Tom Edwards
Construction Engineer

By L. H. Young
L. H. Young
Assistant Construction Engineer

RECEIVED
APR 11 1961
OFFICE OF
STATE HIGHWAY ENGINEER

LHY:fp
Enc.
cc A. F. Parson
C. G. Swenson

NOTED
FORREST COOPER

OREGON STATE HIGHWAY DEPARTMENT
[illegible]

La Grande, Oregon
March 23, 1961

SUBJECT Failure of Bomber Range Road
Morrow County

Mr. Tom Edwards
Construction Engineer
Salem

I wish to advise that we have had a failure on subject project.

This road was oiled last September. Judge Peterson of Morrow County has requested the Bureau of Public Roads to look the road over; his thinking that the contractor did a faulty job. We had a great deal of trouble with the County. As a matter of fact we have had trouble with Morrow County in all our jobs in getting them to build the base materials to our specifications. Johnny Walker was the Resident Engineer on this particular job and you will note that the leveling course was deficient in fines. It is my opinion that this is one of the main contributing causes to the failure. The base upon which the oil mat was laid was not sufficiently tied together thus allowing the rock to move under the oil mat and allowing moisture to get into the base material so that freezing weather broke it up.

I am attaching a copy of Mr. Smitton's report, Mr. Walker's report and a copy of our letter to Judge Peterson. I am sending this information because you no doubt will hear more about it.

A. F. Parson
Division Engineer

AFP:gb

[illegible] SION
[illegible]

[illegible]

Oscar [illegible]
County Judge
Morrow County
Heppner, Oregon

Dear Sir:

I am very sorry I was unable to catch you in your office when I came through Heppner last week. I hope we can get together on my next trip.

On my way to Heppner, I drove over the Rhea Creek Road job looking at the work the County is doing. I was very pleased with its appearance. However, there are a couple of things I would like to suggest to the County toward the realization of a better finished product.

1. In the installation of culverts - it appears that sufficient care is not being taken in the backfilling around and over these pipes to insure full depth of clean surfacing. The backfill over the culverts I looked at had a high percentage of dirt material.

2. Some of the natural fines (dirt) should be eliminated from the base surfacing, particularly the 3/4 - 0 crushed material, and replaced with manufactured (crushed) fines. This would tend to give you a free draining base that is less subject to frost action. I did not see "Doc" Sherer or I would have called these items to his attention.

After failing to contact you in Heppner, I drove over the Bomber Range Road because I knew this had been on your mind when you called me a couple of weeks ago. I was disappointed to see the breakage that had developed. I am not positive just what has caused this distress. However, I would like to give you a short discussion on the theory of flexible pavement design followed by some of my observations.

On a subgrade that has been graded and compacted to a standard section a layer of base material is placed. The purpose of this layer is to transmit the forces applied by the top layers of surfacing and by the movement of vehicles over the facility to the ground beneath. It is vitally important that this base material be well graded from fine to coarse material and placed in such a manner and with the right amount of moisture so that we end up with a very dense, well compacted layer. If this layer has voids, is loose and not compacted, we lose much of its strength and it will not carry out its function in the overall design. On top of the bottom course base we place 1½ inches or more of top course base or leveling course. This layer must be placed and processed in the same manner as the bottom course base and functions in the same manner. In addition this layer of base material must be composed of particles that are small enough so that this layer can be shaped into a smooth finish. It is this smooth finish that controls the "ride" of the finished product. The denseness and compaction of this layer is also of vital importance. On top of the leveling course a "prime" or "binder" shot of asphalt is applied. This "prime shot" is made with an asphalt that has been cut back with a volatile liquid (naphtha, kerosene or diesel) to allow it to penetrate minute cracks in the base surfacing before the asphalt has cured. This curing is the evaporation of the volatile portion. This "prime" acts as the glue that ties the wearing surface to the base rock. A light layer of rock is spread on top of the prime whose purpose is only to allow for movement of traffic until the wearing surface is applied. The wearing surface consists of alternate layers of asphalt and rock that are applied at a predetermined rate. These layers are placed and rolled in an attempt to obtain a homogeneous mass of rock and asphalt that contains only that amount of asphalt that is necessary to glue these particles of rock together. This mat of oil and rock is then sealed to prevent surface moisture of softening the subgrade.

Breakups like that you are experiencing on this road can be caused by any of several reasons. These I will list and attempt to explain.

1. Frost. - If there is moisture in the subgrade and the temperature drops low enough for a long enough period of time, this moisture freezes and expands causing frost heaves. These "frost boils" later thaw and can develop soft spots in the road that will break up. This winter has been so mild and the precipitation so low that I am convinced that this is not the reason for your trouble.

2. Soft spots in subgrade - A clay pocket or some other soft zone under the base rock will allow the entire surfacing to deflect repeatedly and result in failure. This type of failure is usually discovered while placing the base rock and therefore, I do not believe this is the cause of the trouble.

3. Insufficient Binder or Prime - When too little binder is placed on a road to adequately form a tie between the wearing surface and the base course - the oil mat can move and break up under traffic. This might be partly the cause of this breakup. However, in checking the records on this section I find that more than the specified amount of asphalt was used, reportedly in an attempt to "tie up" a loose base. I, therefore, cannot believe that the cause of the breakup can be laid here.

4. Loose Base. Base courses or courses that do not have the proper gradation of fines or moisture content, or compaction (or combination of these) will not allow the binder to form the tie from wearing surface to base course necessary. It will also allow movement of the oil mat and ultimate breakup. The loose particles act somewhat like roller bearings under the mat and allow disturbance and eventually breakage. A study of reports on the base courses that were placed indicate that they were deficient in fine materials. This could be the source of the trouble.

It is my understanding that there was considerable hauling by wheat trucks over this section soon after it was oiled. This hauling on a section that was designed for light traffic and that was placed late in the season causing the asphalt to solidify slowly undoubtedly aggravated the situation.

It is my conviction that the breakup you are experiencing is primarily due to [illegible] number four above. Adding to this condition the lateness of the season and the heavy hauling that went over this road it is my further conviction that we should have not allowed this section to be oiled last fall.

However, the work was done, the breakage is taking place. This is in the past and we hope it does not occur elsewhere in the future. The problem is what should be done now. I believe that as soon as the weather is warm enough to permit oiling, the holes that are in the oil mat should be cleaned out and a penetration patch placed. Cold (premix) [illegible] could be placed in the interim to reduce the danger due to the [illegible]. Patching may be necessary next spring also. Eventually all weak spots will be corrected and a seal coat could be applied to improve the appearance of the road.

I hope these suggestions and observations will prove helpful to you.

Very sincerely,

[illegible]
Division Engineer

[illegible]
Assistant Division Engineer

[illegible]MENT

[illegible]

[illegible]
March 1[illegible], 19[illegible]

[illegible]

Mr. [illegible]
[illegible]
[illegible]
[illegible]

Report of Inspection of [illegible]
[illegible] on [illegible]
Morrow County

My assistant, Mr. [illegible] and myself have inspected the subject project mainly in respect to the reported breaking of the [illegible] oil mat which was placed late last fall.

The breaking is not as extensive as I expected from the reports which were received. It is my opinion that approximately 3 to 4 days of patching with one of our experienced crews would take care of the now existing spots of breakup. The broken areas of the oil mat are not concentrated at one particular spot. The areas vary in size from an approximate size of 15 - 20 ft. long, 8 ft. wide being the largest to 1 ft. square minimum sizes. The most serious breakup appears to be in about a mile stretch at the south end of the project in a lower area. This area appears to have a greater concentration of moisture than the remaining areas of the project. In the balance of the remaining south half of the project there are smaller breaks intermittently along the roadway. The north half has a few but is in relatively good shape.

To fully understand the whole picture, I beleive a little history of this project would be helpful so I am including it in this report.

The construction of the grading and surfacing which included pit run base material and a course of 3/4"-0" crushed material was done by Morrow County crews. Also Morrow County was to furnish the oiling aggregates. I am not certain just when Morrow County first started operations but when I was first called in on the project some of the grading had been performed and the placing of the pit run base materials was just starting. This was about the first of May 1960. Pit run base materials were first placed on the northerly half of the project from a side hill cemented gravel pit which was located about 1½ mi. south of the north end of the job. This material was not a clean material, it containing quite a lot of dirt and coated rock. The south half of the project was based from a similar pit which was located approximately 1 mile north of the south end of the job. This pit was considered of a poorer quality in that it contained more coated rock along with a more clay type dirt. As I recall thickness of base varied from about 4 inches at the northerly end of the project to 8 inches at the southerly end. I recall that there was some argument with the County Roadmaster concerning the thickness of the base at the south end of the project, as it was contended that some portions had been previously based and they did not believe that the depth as desired by the State was necessary. Consequently base depths were at a minimum. The County crusher was set up at the [illegible] cemented gravel pit to produce leveling course and oiling aggregates. The County attempted to first make the 3/4"-0" leveling course materials. I had my inspector take several samples of the material and as thought the material was lacking considerable in fines passing the ¼" screen. In my records I have two of these tests [illegible]. The highest shows 27% and the other 22% passing the ¼" screen and as you know our specifications call for a minimum of 40% and probably the desired is 50 to 55%. The County officials in charge were informed of this and while they tried to [illegible] they were unable

SUBJECT

To:

to do so, mainly due to lack of rolls and proper screening facilities in the plant. The result of course was a material that was nearly impossible to correctly set up when placed on the roadway.

Prior to placing the leveling course materials, due to the small thickness of base and its round rock shapes, considerable difficulty was encountered in processing on the roadway. Traffic was having a difficult time in getting through. This was somewhat eliminated by placing a very light layer of pit run sand [illegible] out from a pit several miles north of the project. The leveling course was then placed over this base and sand material. This operation was completed by the County about Sept. 7, 1960. The County crusher then attempted to make oil rock but due to improper facilities was unable to get correct sizing, especially the 1/4"-#10 material. County forces hauled in as much oil aggregates from the Boardman and Heppner areas as they could but still lacked sufficient quantities.

Our Contractor for the Oiling of course was unable to proceed with his work until at least some of the materials were on hand. About this time quite a discussion was held to determine just what was to be done. The season was getting late. I contacted our Division Office and also the Bureau of Public Roads Area Engineer, Mr. Jensen was also in on the conditions which were prevalent. It was questionable whether to let the oiling contractor proceed. Due to possible trouble involved with delaying the contract till next year or cancellation of it it was finally decided to proceed. In order to do this it was necessary for the County to procure additional oiling aggregates from the State which they did and hauled to the project.

The Oiling contractor moved to the project and commenced work on Sept. 15. Due to the loose condition of the leveling course and the lateness of the season it was my opinion that the asphalt as set up should be changed to a type RC-3 instead of the slower curing MC-2 in the binder course. This was done at no additional cost to the State. It has recently been stated by County Officials that the State cut down on the amount of asphalt that was to go into the project. This is entirely false. 150 tons of MC-2 was set up in the bid items. This included a 5% allowance. We actually used 144 tons of RC-3. A heavier shot was placed in the effort to try and tie up the somewhat loose leveling course. More than the average amount of rolling was also performed. The 0-9 oil mat was placed closely according to specifications. The contractor was required to retain rolling and brooming equipment on the project 3 days after completion of the oiling at which time he was released. I personnaly went over the project a couple of times after this period and noted no apparent distress.

The above is a breif history of the project during the period of construction. Contract work was completed as of about Sept. 30, 1960.

It should be noted here that heavy wheat trucks were hauling over this section during and after the oiling operation.

On inspection of the roadway as it now exists, we noted a few areas where the breaks occurred that can be attributed to a pumping action and movement of the base and subgrade, however these areas are probably in the minority. Not over 10%. We also excavated out a sample of the base at what we considered a typical spot. It appeared at the time that there might be quite an indication of PI being high. These samples were tested in our own laboratory and indicated a high liquid limit but low PI. Results were about 12 liquid limit and about 3 PI.

OREGON STATE HIGHWAY DEPARTMENT

INTERDEPARTMENT CORRESPONDENCE

SUBJECT

To:

We examined the break up areas and for the most part the subgrade and base were fairly statle. The aggregates which had been incorporated in the oil mat were for the most part still coated with asphalt. All of these areas were wet. Several areas both in distressed portions and good portions were checked for thickness of the oil mat. This thickness varied from 1 inch to approximately 1½ inches. The asphalt appeared very alive or soft and would string and had a very definate smell such as new oil does, indicating to me that all of the volatile products had not yet evaporated. The samples of the oil mat were soft giving further indication that the mat has not curred out. This was not unexpected as previously noted the mat was layed late in the fall and had no good warm weather in which to cure out following the laying. It was also noted that the lack of fines still existed and the oil mat was not bound to the base but had more of the appearance of a blanket mat. In each of the samples taken it was noted that a wetness or definate water condition was prevalent between the base and the oil mat. This probably has occured as a result of either capalary action, pumping or leakage of the oil mat during the winter months. It is probably the later of leakage as the depth of an 0-? oil mat is very thin. This concentration of moisture was not considered out of the ordinary when all conditions of the project were considered. The water retention has no doubt been agrevated by the high liquid limit in the fines of the pit run base.

In summarizing, I would attribute the break up to the following—

1. Minimum thickness of pit run base of a round nature thus allowing movement within the base and also its quality of ability to retain water rather than having it of a free draining nature.
2. Lack of sufficient fines in the leveling course materials to allow for tight set up of the material. Its condition being looser than desired. Also its ability of voids thus allowing water to congregate in the area of the leveling course but on top of the pit run base material.
3. Lateness in the season of the placing of the oil mat, thus not having sufficient curring time before the cold nights and the winter wet season.
4. Heavy hauling of wheat on the roadway, especially during the periods before any time had been allowed for curring but probably worse during the thawing and freezing periods and continued allowance of this hauling equipment to operate after distress was first noted.
5. The design of the roadway may be a little light for this wheat hauling traffic.

It is my opinion that a experienced state patching crew could probably do the necessary work on the break up areas to put them back in shape in a period of 3 to 5 days. I also beleive that in the event of warm weather that the entire section will have a chance to cure out and be in a much better shape than it is at present. This of course is based on the assumption that it does not get a whole lot worse from the truck traffic until the warmer periods begin.

John H. Walker
Resident Engineer

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

[illegible], [illegible]
February 27, [illegible]

SUBJECT

To

Mr. [illegible]
Division Engineer
La Grande, Oregon

On February 17 met the Morrow County Court at southern connection of the county road called the Bombing Range Road.

Court consists of Judge Oscar Peterson; [illegible]. O. Ferguson, Heppner area; Milton Biegel, Boardman area. Also in party was "Doc" Shears, County Roadmaster.

The inspection of the road surface started at the south end where some considerable alligatoring of oil was visible in conjunction with deformation of surface longitudinally due to soft base and heavy loads of truck and trailer wheat hauling rigs belonging to Morrow County Grain Growers Association.

There were quite a few areas where oil was completely broken up and rock flying. These areas were becoming progressively larger under the heavy loads at high speeds.

After preliminary pleasantries were over the criticism started, principally by Shears and Biegel.

First they stated that some truck driver, probably the contractor's distributor driver, reportedly told one of the Nelsons, who own a large ranch in the middle of the section, that the County Court had authorized (to save money) the elimination of two-tenths of the oil shot beginning near their house and continuing to the south end of the job. The Court said they did not, of course, authorize this, but that the people were blaming them for the road failure. The part of the contract section north from Nelson's has not shown any breakup, which naturally would lead the natives to listen to this story, and the Court seemed to be firmly convinced that we had cut out 20% of the oil, causing the failure.

Shears and the Court had a sample of the oil mat that they had pried up, taken from the section from Morgan to the John Day Highway that had been oiled the previous year. This sample had the MC3 penetration shot, of an inch with the 3/4 inch 0-9 mat, very nicely illustrating the same sort of section we should have found on the Bombing Range Road. Shears started prying up oil mat and

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DIVISION OFFICE
LA GRANDE

picked cracked places where the oil was fractured. I asked him to try some of the better looking areas where base had not moved. He did and the oil being new and tender did not come up with the prime shot intact. He kept saying that there was no oil under the 0-9 and that the 0-9 mat was not thick enough, that the oil was not sticky, etc., etc.

I took the screw driver and tried it and could see that the MC3 was there, but was too tender to pry up in one piece. The oil mat of the 0-9 looked O.K. but, being new, broke up more than it would later.

Before going to see them I talked to Walker about the job. He told me that part of the section was so loose they could not oil it without adding fines, that sample reports showed only 20% fines instead of 40% specified. They put on all the fines available on the section from the crusher site north and got it in fair shape. From the crusher site south (the distressed section) they boosted the prime shot to hold it together, overrunning the MC3 to the limit of contingency percentage.

I told the Court that contrary to the rumor of using less oil on the contract, we had overrun, in fact; that the overrun was required to try to tie up the leveling course, which lacked fines. Shears stated that the leveling course and base were all fine on the whole job, no loose condition. I told him I had had complaints from the public about the loose rock being impassable to traffic. The two-tenths in the story would mean gallons per square yard and if two-tenths had been cut out, there wouldn't be anything left. The Commissioners said they knew about the gallons per square yard term and that we had cut out 50% or more of the oil. I told them we had a record of every shot and amount used per mile and we would be able to prove that we had overrun rather than reduced the quantity.

The Judge said I was a good salesman and asked what I would recommend. I told him to see if the grain hauling could be stopped until the road dried up some and the base settled down, after the frost had loosened it, to use some clean fines to spread on the flying rock areas and later on broom them off and tack them or, if deep enough, would sell them premix at $10.00 per ton to patch the holes. He said the elevators were almost empty anyway and he would see them about stopping.

Shears kept complaining about the poor seal. The emulsion seal was not good. Survey marks showed all the way, and it having just rained, showed wet and dry streaks. Shears said the seal leaking caused the breaking, but when we got to the gravel pit site they said there wasn't any use going on because the north part was not breaking. I asked Shears to look north and south from there and tell me if he could see any difference in the appearance of the seal. He couldn't and think the Commissioners could see that the seal was not the cause.

I told them that we oiled late and that when the weather warmed up the base dried out and the oil softened up, the surface would not look so bad as they could expect; that a few days patching, if they could get the heavy hauling stopped now, would take care of the holes.

Shears said it would all have to be resealed, but told him to wait until later in the summer before he decided about that as the oil hadn't had a chance to set yet, that there was just as much or more oil on this road as the Morgan road.

I hope I did some good, and know that the judge and Ferguson listened carefully, but Shears and Biegel were not listening. They are sure we are to blame for a poor job and left out some oil.

On returning talked to Johnny Walker and we looked up the records. The section with most MC3 oil was from the gravel pit south, total quantity was up to the limit. The 0-9 oil was up to the standard specified quantity.

I think RC oil
was used
HSc

L C Smitton

L. C. Smitton
Dist. Maint. Supt.

LCS:db

RECEIVED
APR 12 1961
FOR FILING

S-406 (3)

5766

Salem, Oregon
April 11, 1961

Mr. Tom Edwards
Construction Engineer
OFFICE

Attention: Mr. L. H. Young
Assistant Construction Engineer

I note your letter of April 11 re the Bomber Range Road in Morrow County. Thank you for clueing me in on this matter.

I have only this to suggest; that hereafter we do not place oil mats or paving over unsuitable base. Also, that we do not lay oil mats late in the fall.

I realize that both of these suggestions are well known to you and that sometimes they are easier said than done; however, I merely caution you to use great care to be sure that we do not subject ourselves to criticism.

Forrest Cooper
Deputy State Highway Engineer

FC:fn

cc Mr. W. C. Williams

RECEIVED
MAR 17 1961
FOR FILING

W. C. Williams

NOTED
W. C. WILLIAMS

March 10, 1961

S. Unit, Bomber Range Road
Contract No. 5766
S-406 (3)
Item 5766

FINAL COST ANALYSIS
Oiling
Contractor: Newport Construction Co.
Resident Engineer: John H. Walker

Bomber Range Road
Prefix No. 525-1032

	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
Preparation of Base	10.3	Mile	300.00	338.93	3,491.05	3,090.00
Haul & Place 3/4"-0 Mat'l in Binder	1,058	Cu. Yd.	2.75	1.97	2,089.73	2,909.50
Haul & Place Aggregates	3,345	Cu. Yd.	2.75	2.23	7,472.73	9,198.75
120-150 Asphalt	208.08	Ton	43.00	37.95	7,896.81	8,947.44
RS-1 Asphalt	122.86	Ton	44.00	38.32	4,708.60	5,405.84
PA#1 RC-3 Asphalt	183.78	Ton	45.50	40.92	7,520.19	8,361.99
Force Account (Flagging)					897.46	448.73
					$34,076.57	$38,362.25

Gross Revenue	$ 38,362.25
Total Cost	34,076.57
Net Profit	$ 4,285.68

Net Profit equals 11.17% of Gross Revenue

DETAIL OF COSTS - Contract No. 5766

Labor:			
Labor, Supervision and Travel-Transportation		$ 7,034.35	
Labor Insurance		582.16	
Health, Welfare and Pension		246.10	$ 7,862.61
Equipment Rental and Miscellaneous Supplies:			
Equipment Rentals, Owned		4,193.53	
Equipment Rentals, Hired without Operator		454.24	
Gas, Oil and Grease		1,027.00	
Bond		190.42	
Move In		1,251.75	
Small Tools and Miscellaneous Supplies		113.10	
Home Office and General Overhead		1,150.87	8,380.91
Materials:			
120-150 Asphalt	208.08 Ton @ $24.00	4,993.92	
RS-1 Asphalt	122.86 Ton @ $24.60	3,083.68	
RC-3 Asphalt	183.78 Ton @ $26.75	4,916.12	
Freight on Asphalt	514.72 Ton @ $9.40	4,839.33	17,833.05
		TOTAL COST	$ 34,076.57

Remarks - Contract No. 5766

This was a "Federal Aid Secondary Project" consisting of the construction of 10.3 miles of Type 0-9 oil mat wearing surface with binder course on the South Unit, Bomber Range Road in Morrow County.

This project was bid July 28th, awarded August 5, 1960 and completed September 29, 1960.

The contractor began preparation of base and placing of binder on September 15, 1960 with three #12 caterpillar graders, one distributor, two 3-wheel, 10-ton rollers, one Ferguson 9-rubber-tired wheel roller, one Model LD-7 scoopmobile, four trucks with semi-trailers dumps, three 10-cubic yard dump trucks and one Flaherty spreader.

Considerable difficulty was encountered in the preparation of base because of loose base material which would not set up tight. A change from MC-2 asphalt to RS-3 asphalt was made in an attempt to set the binder faster. The base preparation was done continuously infront of the binder crew.

The Type 0-9 oil mat was started on Monday, September 19th and completed up to the final seal on Friday. The seal was placed on Monday and Tuesday of the following week.

The county was unable to produce a quality of crushed materials required for the project so that it was necessary to obtain material from State stockpiles to complete the project.

The contractor made a good profit despite the difficulty encountered with the county produced materials. The only item that shows a loss was item one and this was due to the extra processing to set the material.

M.N. Juve
Chief Cost Analyst

By

G.K. Hanson

RECEIVED
OV 30 1960
FOR FILING

S-406 (3)

5766

November 30, 1960

Glens Falls Insurance Co.,
Pacific Coast Department
Mills Tower - 6th Floor
San Francisco 4, California

Gentlemen:

State Highway contract #5766 for oiling the South Unit of the Bomber Range Road in Morrow County was completed by the contractor, Newport Const. Co., on September 29, 1960, and was formally accepted by the Commission on November 3, 1960.

Final payment in the amount of $423.96 will be released to the contractor on or after December 9, 1960. The total contract amount is $38,362.25, of which amount $448.73 represents force account items.

The State is not aware of any unpaid claims for labor or materials and assumes no responsibility for such claims should there be any.

This notice is sent as your company appears as surety on the performance bond furnished by the contractor on this project.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc:
Glens Falls Insurance Co.,
Jewett, Barton, Leavy & Kern
Lewis Bldg.,
Portland 4, Oregon

cc:
Newport Const. Co.,
7031 NE Halsey St.,
Portland, Oregon

Form E-1—(Rev.)—

[illegible] (3)

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending October 14, 1960

Section South Unit, Bomber Range Road

Kind of work Oiling

Highway Bomber Range Road County Morrow

Section prefix 525-1032

Contractor Newport Construction Co.

Contract number 5766

Date of contract August 5, 1960

Specified work days 30

Date work started September 15, 1960

Work days used 11

Project authorization . . . . . $ 43,180.88

Exclusive of engineering . . . . . $ 40,110.24

Per cent of time elapsed 36.7 %

Estimated cost of completed project, exclusive of engineering . . . . . $ 39,269.75

Estimated per cent ~~overrun or~~ underrun . . . . . 4.6 %

Per cent of contract completed, based on estimated cost . . . . . 100 %

Engineering authorization . . . . $ 3,070.64

Engineering cost to date $ 1,925.15, 62.7 %

Date project was completed September 29, 1960

ESTIMATED PER CENT COMPLETE

CLEARING	DRAINAGE	GRADING	STRUCTURES	BASE	OIL AND/OR PAVE.	MAT'L PROD.
					100	

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, etc.:

Final supporting date for the semi-final estimate for this contract was received as of yesterday and the semi-final estimate is being submitted to the La Grande Division Office to-day and this will be the final report for this section unless other checking is required.

NOTED
JOHN R. OAKES

DIVISION
OCT 17 1960
NOTED- CE ACE COE

Noted
M. R. [illegible]

Signed

Address Resident Engineer-Pendleton, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project				10.3	
Miles partially completed					
Miles completed				10.3	
Total estimated quantities (contract)				352 Ton Asph. 3550 CY Aggr.	
Total quantities corrected to date				330.94 Ton Asph. 3675 CY Aggr.	
Estimated quantities moved or placed to date				330.94 Ton Asph. 3675 CY Aggr.	
Average daily quantities This wk.				0	
Average daily quantities necessary to complete project on time				0	
Number shifts per day				0	
Hours per shift					
Average force on project for week					

Men

Supervision

Men and trucks under 3 tons

Men and trucks over 3 tons

Men and tractors

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Compaction rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday	Pt. fair		
Tuesday	Cloudy-showers		
Wednesday	Pt. cloudy		
Thursday	Pt. fair		
Friday	Fair		
Saturday			

Form A-[illegible]

2829

OREGON STATE HIGHWAY DEPARTMENT

Request for Outside Billing

(Or Advice of Cash Transaction)

NOTED H. S. COX

John Kerr
A.F. Parsen
L.C. Smitten
Files
Files

NOTED Harold C. Ayers

City Co. Relations

Address invoice to:

NOTED C. G. SWENSON

Morrow County
Heppner, Oregon

Attention of Oscar Peterson

Request No. (assigned by staff engineer or head of division) ~~MD 2506~~ 7588

Date October 14, 1960

Payer's Order No. (if any)

Department Order No. (if any) (Number of "Order to Render Service")

Description and Authority: (Describe the service rendered, stating kind of service, location, etc. Also refer to agreements, letters and orders by which payer authorized the service.)

Oregon State Highway Department, Maintenance Division, furnished oil rock to Morrow County in connection with the oiling of South Unit Bomber Range Road, Contract No. 5766.

Material picked up from stockpile site at M.P. 15.20 of the Hermiston Secondary Hwy. No. 333.

Morrow County has made a deposit with the department to guarantee payment.

Itemized Statement:

Quantity	Unit	Description	Unit Price	Amount
632	Cu. Yds.	Crushed oil rock Note: Quanity used based on truck measure less 5%. (665 Cu.Yds. less 5% = 632 Cu.Yds.)	3.05	1,927.60

RECEIVED
OCT 25 1960
ENGINEER
COUNTY & CITY RELATIONS

NOTED JOHN D. GRAHAM

Has payer made payment for this service?
If so, what is amount of payment? $
Has payer made a deposit with the department to guarantee payment? Yes
If so, what is amount of deposit? $2,300
Is this a partial or final request for billing? final
Have there been any previous requests for billing in connection with this same service?
If so, give total of all previous requests $
Also give number of last previous request

Credit distribution: 8252-597

Submitted by:

Approved:
~~Asst.~~ Division Engineer

Approved:
Department Head or Staff Engineer

Instructions: The original and duplicate copies shall be forwarded through the division engineer to the staff engineer or division head. Staff engineer or division head will forward original copy to the accounting division through the office engineer. Additional copies shall be prepared and retained by the division office and other field offices concerned. If the request is to be accompanied by a payment, an additional copy shall be submitted for the use of the accounting division.

State Printing

NOTED
H. S. COX

NOTED
V. H. [illegible]NES

NOTED
C. G. SWENSON

NOTED
Harold C. Ayers

October 6, 1960

Morrow County Court
Courthouse
Heppner, Oregon

FAS 829
Contract No. 5766

Gentlemen:

This is to advise you that work was completed on the South Unit, Bomber Range Road project on September 29, 1960. Under the terms of the agreement dated July 8, 1960, the County is to assume jurisdiction and maintenance of this section as of that date.

Very truly yours,

W. C. Williams
State Highway Engineer

By

C. G. Swenson
County and City Relations Engineer

CGS:mm

RECEIVED
OCT 1 - 1960
FOR FILING

S-406 (3)

5766

October 3, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on September 29, 1960, on Contract No. 5766, South Unit, Bomber Range Road Section, in Morrow County, in connection with Federal Aid Project No. S-406(3).

Very truly yours,

W. C. Williams
State Highway Engineer

By GAH

R. L. Porter
Office Engineer

DBP:bb

cc: Clarence G. Swenson

RECEIVED
SEP 23 1960
FOR FILING

S-406 (3)

5766

September 23, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was started on September 15, 1960, on Contract No. 5766, South Unit, Berber Range Road Section, in Morrow County, in connection with Federal Aid Project No. S-406(3).

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

DBP:bb

NOTED
V. R. JONES

NOTED
H. S. COX

Salem, Oregon
September 23, 1960

Advance Deposit
Morrow County

Mr. C. H. Maison
OFFICE

NOTED
Harold C. Ayers

Attention: Mr. John Herr

On August 5, 1960, I transmitted to you a check from the Morrow County Grain Growers, Inc., in the amount of $10,000 covering Morrow County's advance deposit of $8,700 on the estimated total cost of the South Unit, Bomber Range Road Section of FAS 829. You were requested at that time to retain the overpayment of $1,300 in the advance deposit fund to be applied to a future project.

In order to complete the above project Morrow County now proposes to purchase oil aggregate from the State out of a state stock pile site near Bucks Corner which will amount to approximately $2,300.

Attached are two checks payable to the Highway Department in the amount of $500 each for a total amount of $1,000. This $1,000 together with the $1,300 being held for Morrow County is to be used as the County's $2,300 advance deposit on the purchase of the oil aggregate from the State.

C. G. Swenson
County & City Relations Engineer

[redacted]
Att.

cc: Tom Edwards, attention Fred Klaboe
A. F. Parson, attention L. C. Smitten

OREGON STATE HIGHWAY DEPARTMENT

INVOICE

NOTED
S G SWENSON

DATE	BILLING REQ. NO.	YOUR ORDER NO.	CREDIT DISTRIBUTION
9/1/60	co 644		525-1032-297

NOTED
H. S. COX

INVOICE NUMBER 66396

Morrow County
Heppner, Oregon

Attn: County Court

MAKE CHECKS PAYABLE TO
THE OREGON STATE HIGHWAY DEPARTMENT

SEND REMITTANCE TO:
OREGON STATE HIGHWAY DEPARTMENT
STATE HIGHWAY BUILDING
SALEM, OREGON

DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE
Advance Deposit			$10,000.00
Partial transfer county advance deposit for South Unit, Bomber Range Road Section, FAS 829, covered by agreement dated July 8, 1960			8,000.00
To be retained			$ 2,000.00

RECEIVED

ACKNOWLEDGMENT OF BILLING REQUEST

Cash Received with Request $

By

A 150 (REVISED 7-60)

NOTED
H. S. COX

NOTED
E. R. JONES

August 8, 1960

NOTED
Harold C. Ayers

NOTED
C. G. SWENSON

Morrow County Court
Courthouse
Heppner, Oregon

Gentlemen:

This is to acknowledge receipt of your advance deposit in the amount of $10,000.00 for the South Unit, Bomber Range Road Section on F.A.S. 829. Contract No. 5766 has been awarded to Newport Construction Co.

Enclosed is a copy of the contract for your files and also another set of plans. If you should need additional plans or specifications, please advise and they will be furnished promptly.

Very truly yours,

H. S. Cox
Assistant County and City Relations Engineer

HSC:ge

NOTED
V. R JONES

NOTED
H. S. COX

NOTED
C. G. SWENSON

Salem, Oregon
August 5, 1960

Advance Deposit
Morrow County

NOTED
Harold C. Ayers

R. H. Porter
OFFICE

We have received this date Morrow County's advance deposit in connection with the construction of the South Unit, Bomber Range Road Section of FAS 829.

This project is now clear for award of a contract.

John D. Graham
Office Engineer
City and County Relations Division

JDG:ge

NOTED
V. R. JONES

NOTED
H. S. COX

Salem, Oregon
August 5, 1960

NOTED
C. G. SWENSON

Advance Deposit
Morrow County

C. H. Maison
OFFICE

NOTED
Harold C. Ayers

Attention John Herr

Attached is a check from Morrow County Grain Growers, Inc. to cover Morrow County's advance deposit in connection with the $8,700.00 the county is to deposit as county's share in the estimated total cost of constructing the South Unit, Bomber Range Road section of FAS 829 in Morrow County. Will you please retain the balance of $1,300.00 in the advance deposit fund so that the county may apply it to another project at some future date.

C. G. Swenson
County and City Relations Engineer

By John D. Graham
Office Engineer

JDG:ge

FORM E-120

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

August 5, 1960

C. G. Swenson
Mr. [illegible]
O F F I C E

Dear Sir:

Attached we hand you, for deposit in the State Highway Fund, Warrants, Checks, Drafts, Cash, etc., as follows:

FROM	KIND	NO.	AMOUNT	FOR
Morrow County	check	8189	$10,000.00	S. Unit Bomber Range FAS 829

Receipt of the above is acknowledged.

Signed John D Mahan

Dated 8/5/60

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

By C. W. Head

Ass't. Secretary

OSCAR E. PETERSON, *Judge*
HEPPNER, OREGON

E. O. FERGUSON, *Commissioner*
HEPPNER, OREGON

RUSSELL K. MILLER, *Commissioner*
BOARDMAN, OREGON

Morrow County Court
HEPPNER, OREGON

COUNTY COURT
First Wednesday in Each Month

PROBATE COURT
JUVENILE COURT
ROAD DEPARTMENT

Aug. 3, 1960

W. C. Williams, State Highway Engineer
Sale Salem, Oregon

Dear Sir:

Inclose find check for the construction of the South Unit Bomber Range Road section F. A. S. 829. Since this check is made to the Highway Dept. in the amount of $10,000 and the amount of our share is $8,700.00 which makes a overpayment of $1300.00, that/which you will refund to Morrow County.

Very truly yours,

Oscar E Peterson sf
Oscar E. Peterson, County Judge

Called Judge Peterson 8-5-60 regarding the above deposit. He agreed that the $1300.00 refund might as well be left in the advance deposit & possibly be used on another project at some future date.

K. S. Cox
8-5-60

RECEIVED
AUG 4 1960
OREGON
STATE HIGHWAY COMMISSION

NOTED
H. S. COX

August 2, 1960

NOTED
Harold C. Ayers

Morrow County Court
Courthouse
Heppner, Oregon

Gentlemen:

On July 28th, a satisfactory bid was received from Newport Construction Company of Portland, Oregon, for construction of the South Unit Bomber Range Road section, F.A.S. 829. As per agreement between county and state, the following advance deposit is required of the County prior to awarding of a contract.

Bid Item	$38,083.00
Additional Items - Flagging	300.00
	38,383.00
Engineering and Contingencies (12½%)	4,797.88
Estimated Total Cost	$43,180.88

County Advance Deposit:
20% of $43,180.88 - $8,700.00

Please make this advance deposit by means of a check or warrant payable to the Oregon State Highway Commission in the amount of $8,700.00, forwarding same to this office.

Very truly yours,

W. C. Williams
State Highway Engineer

By H. S. Cox
Assistant County & City Relations Engineer

HSC:ge

FORM E-123

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

RECEIVED
SEP - 8 1960
FOR FILING
5-406 (3)
5766

September 7, 1960

Newport Construction Co.
7031 N. E. Halsey St.
Portland, Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission:

> **Contract No. 5766, awarded August 5, 1960, for oiling the South Unit, Bomber Range Road Section of Bomber Range Road, Morrow County.**

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

Encl.
,mc

Contract 5766 8-22-60

Monthly Transaction No. RECEIVED AUG 24 1960	Fo R-2 (9 57) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	ate **Oregon**
Project Report No. FOR FILING S-406 (3) 5766	**FEDERAL-AID PROJECT AGREEMENT**	County **Morrow** Project No. **S-406(3)**

The State, through its Highway Department, having complied with the terms and conditions set forth in the Federal-Aid Road Act, approved July 11, 1916 (39 Stat. 355), as amended and supplemented, and in the Regulations issued pursuant thereto by the Secretary of Commerce, relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein.

Project termini **Co. Rd. 10.3 mi. N. to Jc. Lexington-Echo Hwy.**
(S. Unit Bomber Range Road)

Project classification or class of work	Effective date of authorization	Approximate length *(Miles)*
Highway planning		
Preliminary engineering		
Rights-of-Way		
Construction	**6-3-60**	**10.2**
Other *(Specify)*		

FUNDS

Estimated total cost of project $ 42,221	Federal funds $ 25,300

The State further stipulates that pursuant to said Act and Regulations, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By
State Highway Engineer
(title)

By
(title)

By
(title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

XX **C. G. Polk**
Division Engineer
By: **R. C. Wright**
Administrative Manager

Date executed by Division Engineer August 22, 1960

August 17, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding two copies of project agreement, signed by the Highway Commission, for the South Unit, Bomber Range Road Section, Project No. S-406(3).

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

RWC:bb

August 9, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding four copies of estimate as a basis for project agreement for the South Unit, Bomber Range Road Section, Project No. S-406(3).

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

RNC:sw

Enc.

Oregon State Highway Department

Federal Aid Secondary
Project S-406(3)

SOUTH UNIT, BOMBER RANGE ROAD SECTION OF THE BOMBER RANGE ROAD IN MORROW COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, August 9, 1960

Type Code 3210
Roadway (Sta. 0+00 to Sta. 543+69.37)(Contract No. 5766)

Preparation of Base	10.30 miles	$300.00	$ 3,090.00
Hauling and Placing 3/4" - 0 Material in Binder Course	950 cu.yds.	2.75	2,612.50
Hauling and Placing Aggregates	3,550 cu.yds.	2.75	9,762.50
MC-2 Asphalt	150 tons	45.00	6,750.00
120-150 Asphalt	220 tons	43.00	9,460.00
RS-1 Asphalt	132 tons	44.00	5,808.00
Sprinkling	150 M-gals.	4.00	600.00
			$38,083.00
Flagging(57 1/2% of Contractor's Cost)	All Required		300.00
	Subtotal		$38,383.00
	10% Engr. & Cont.		3,838.00
	Total		$42,221.00

Length of Roadway	10.297 Miles
Cost of Roadway Per Miles	$4,100.32

Federal Funds -	$25,300.00
State Funds -	8,460.50
County Funds- -	8,460.50
	$42,221.00

State Funds for Const:	Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 529, laws 1939.
Funds for Maint:	Chap. 529, laws 1939

Note: Necessary funds have been deposited by Morrow County with the Highway Department.

A

RECEIVED
1960
FOR

OSCAR E. PETERSON, *Judge*
HEPPNER, OREGON
E. O. FERGUSON, *Commissioner*
HEPPNER, OREGON
~~RUSSELL K. MILLER~~, *Commissioner*
BOARDMAN, OREGON

Morrow County Court
HEPPNER, OREGON

COUNTY COURT
First Wednesday in Each Month
PROBATE COURT
JUVENILE COURT
ROAD DEPARTMENT

S 406(3)

5766

Aug. 3, 1960

W. C. Williams, State Highway Engineer
Salem, Oregon

Dear Sir:

Inclose find check for the construction of the South Unit Bomber Range Road section F. A. S. 829. Since this check is made to the Highway Dept. in the amount of $10,000 and the amount of our share is $8,700.00 which makes a overpayment of $1300.00, that which you will refund to Morrow County.

Very truly yours,

Oscar E. Peterson sk
Oscar E. Peterson, County Judge

RECEIVED
AUG 4 1960
STATE HIGHWAY COMMISSION

ck # 8189 for $10,000.00
received 8-4-60.
Gave check & photocopy of this letter to Co-City.
CH

In Sunny Eastern Oregon Where Agriculture Flourishes

RECEIVED
JUL 21 1960
FOR FILING

S-406(3)

5766

July 21, 1960

County Court of Morrow County
Court House
Heppner, Oregon

Gentlemen:

We are enclosing for the records and files of Morrow County a fully executed copy of an agreement between the State Highway Commission and Morrow County covering the South Unit, Bomber Range Road project on FAS 829 in Morrow County.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

rn
Enc.

RECEIVED
JUL 26 1960

FOR FILING
S 406 (3)

5766

Salem, Oregon
July 21, 1960

MISC. CONTRACTS and
AGREEMENTS No. 2246

FAS Project
Morrow County

Mr. C. G. Swenson
Engineer City & County Relations Dept.
Office

Attention: Mr. John D. Graham
Office Engineer, County & City Relations

Attached for your files is a conformed copy of an agreement with Morrow County covering the South Unit, Bomber Range Road project on FAS 829 in Morrow County.

A fully executed copy of the above agreement has been retained in this office for the Commission's files and one fully executed copy has been sent to the County Court of Morrow County.

Secretary

FM
Attach: 1

FORM E-30X 50M 7-59 22126

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 13, 1960

SUBJECT: FAS Project
Morrow County

To: Mr. G. S. Paxson
OFFICE

Attached are three copies of an agreement covering the South Unit, Bomber Range Road project on FAS 829 in Morrow County. Two copies have been executed by the Court and are now ready for signature by the Highway Commission. Both copies require your signature of approval.

The project was approved 4/21/60.

John D. Graham
John D. Graham
Office Engr., County & City Relations

JDG:mm
Att.

RECOMMENDED FOR APPROVAL
Assistant State Highway Engineer

Date 4-21-60 Min Page 20
Floyd Query

NOTED
H. S. COX

June 24, 1960

NOTED
Harold C. Ayers

Morrow County Court
Courthouse
Heppner, Oregon

Gentlemen:

Enclosed are two copies of an agreement and a set of plans and specifications in connection with the South Unit, Bomber Range Road Section of FAS 829.

This agreement covers, among other things, state and county participation in costs and provides for an advance deposit to be made by the county after the low bid has been determined and prior to award of a contract. The estimated total cost of this project, including engineering and contingencies, is $43,000; however, the low bid received plus 12½% for engineering and contingencies will be the basis for the county's advance deposit. Please treat this estimate as confidential.

The set of plans and specifications is for your information and records.

If satisfactory, please sign, have the county clerk attest with seal, and return both signed copies to this office. After signature by the Highway Commission, a fully executed copy of the agreement will be returned for the county's records. It would be appreciated if the signed agreements could arrive in Salem not later than July 12.

It is presently planned to accept bids for this project on July 28, 1960.

Very truly yours,

W. C. Williams
State Highway Engineer

By

H. S. Cox
Assistant County & City Relations Engineer

HSC:mm
Encl.

OSCAR E. PETERSON, *Judge*
HEPPNER, OREGON

E. O. FERGUSON, *Commissioner*
HEPPNER, OREGON

RUSSELL K. MILLER, *Commissioner*
BOARDMAN, OREGON

Morrow County Court

HEPPNER, OREGON

COUNTY COURT
First Wednesday in Each Month

PROBATE COURT
JUVENILE COURT
ROAD DEPARTMENT

June 10, 1960

NOTED
C. G. SWENSON

C. G. Swenson, Engineer
County and City Relations
State Highway Department
Salem, Oregon

Re: Boardman Bombing Range Road
FAS Project #829

Dear Mr. Swenson:

Regarding this Boardman Bombing Range Road, FAS Project #829, was wondering when the contracts will be let. It is getting near the end of the year, and we have the funds that we would like to turn to this as our part of the Federal Aid System.

Kindly let me know what is on the agenda now soon. We are progressing nicely with our preparation of the base and it should be completed in due time for an early project.

See FAS 317 [illegible] dated 6-15-60

Yours very truly,

Oscar E. Peterson
Oscar E. Peterson
County Judge

OEP:mb

RECEIVED
[illegible] 1960
ENGINEER
COUNTY & CITY RELATIONS

In Sunny Eastern Oregon Where Agriculture Flourishes

NOTED
H. S. COX

NOTED
C. G. SWENSON

MEMO TO J. W. NASH
5/27/60

FAS 829, MORROW COUNTY

TERMINI: Beginning 9.34 miles south of the Old Oregon Trail Highway and running southerly 10.3 miles to a junction with the Lexington-Echo Highway.

PROPOSED WORK: Construct an O-9 oil mat wearing surface.

PROJECT [redacted] LENGTH: 10.3 miles.

COSTS	TOTAL	FEDERAL	STATE	OTHER
CONSTRUCTION	$44,500	$26,700	$8,900	$8,900 (Co.)

EXISTING FACILITIES: The county is placing base rock and leveling course to a finished width of 24'.

ADJACENT SECTIONS:
NORTH END: North Unit Bomber Range Road; Contract #5350 completed 5/29/59; O-9 oil mat 20' wide with 2' shoulders.
SOUTH END: Junction with Lexington-Echo State Highway #320; bituminous wearing surface 20' wide with 2' shoulders.

PROJECT DATA: Construct type O-9 oil mat wearing surface 20' wide with 2' shoulders.

STRUCTURES: None.

ROW WIDTH: Minimum 80'.
MINIMUM DESIGN STANDARDS: No exceptions.
ACCESS CONTROL: None.
RR XING None.
SYSTEM ACTION: None required.
PUBLIC HEARING: None required.
UNUSUAL OR COMPLICATED SITUATIONS: None.

FAS 829 serves as a haul road for a large wheat raising area and also for some through travel to Lexington-Echo Highway.

HSC:mm

NOTED
Harold C. Ayers

NOTED
H. S. COX

NOTED
G. SWENSON

Salem, Oregon
May 26, 1960

South Unit Bomber Range Road
FAS 829, Morrow County

Mr. Tom Edwards
OFFICE

The subject named project has been examined and found to be consistent with the project as proposed by the county and approved by the Highway Commission.

H. S. Cox
H. S. Cox
Assistant County & City Relations Engineer

HSC:mm

RECEIVED
APR 25 1960
FOR FILING
S-406(3)
5766

4-21-60

P

NOTED
W. C. WILLIAMS

LOCATION PROSPECTUS
SOUTH UNIT, BOMBER RANGE ROAD
FAS 829 - MORROW COUNTY

The following prospectus is submitted concerning the above-mentioned section of Bomber Range Road, which is a county road on the Federal Aid Secondary System. The northerly terminus is at Mile Point 9.3. The southerly terminus is at the Lexington-Echo Highway. The overall length of the project is 10.5 miles.

This will be a location survey to prepare plans, specifications, and estimates for oiling on base and roadbed prepared by the County. There are no towns affected by this project.

Reconnaissance is not necessary. Soils investigation will be conducted. There are no special drainage problems. An economic analysis is not needed.

The existing (1958) ADT is 50 and the projected (1978) ADT is 80. Maximum grade and curvature will be determined by survey. Traffic warrants a Class "F" highway with a typical section consisting of a 20-foot traveled way with 2-foot shoulders. Deviations from State and Federal standards are not anticipated.

The rise and fall and the central angle data will be determined by survey.

This will be a county road with unrestricted access. There are no interchanges, railroad crossings, or stream crossings.

The approved base design by G. L. Decker is:

Wearing Surface	3/4"	0-9 Oil Mat
Top Course, Base	2 "	3/4"-0 Crushed (By County)
Bottom Course, Base	4 "	Coarse Crushed (By County)
Credit	4 "	Existing Roadbed
Total Depth	10 3/4"	

Materials are available from local commercial and State-controlled sources.

Agreements with the County will be necessary.

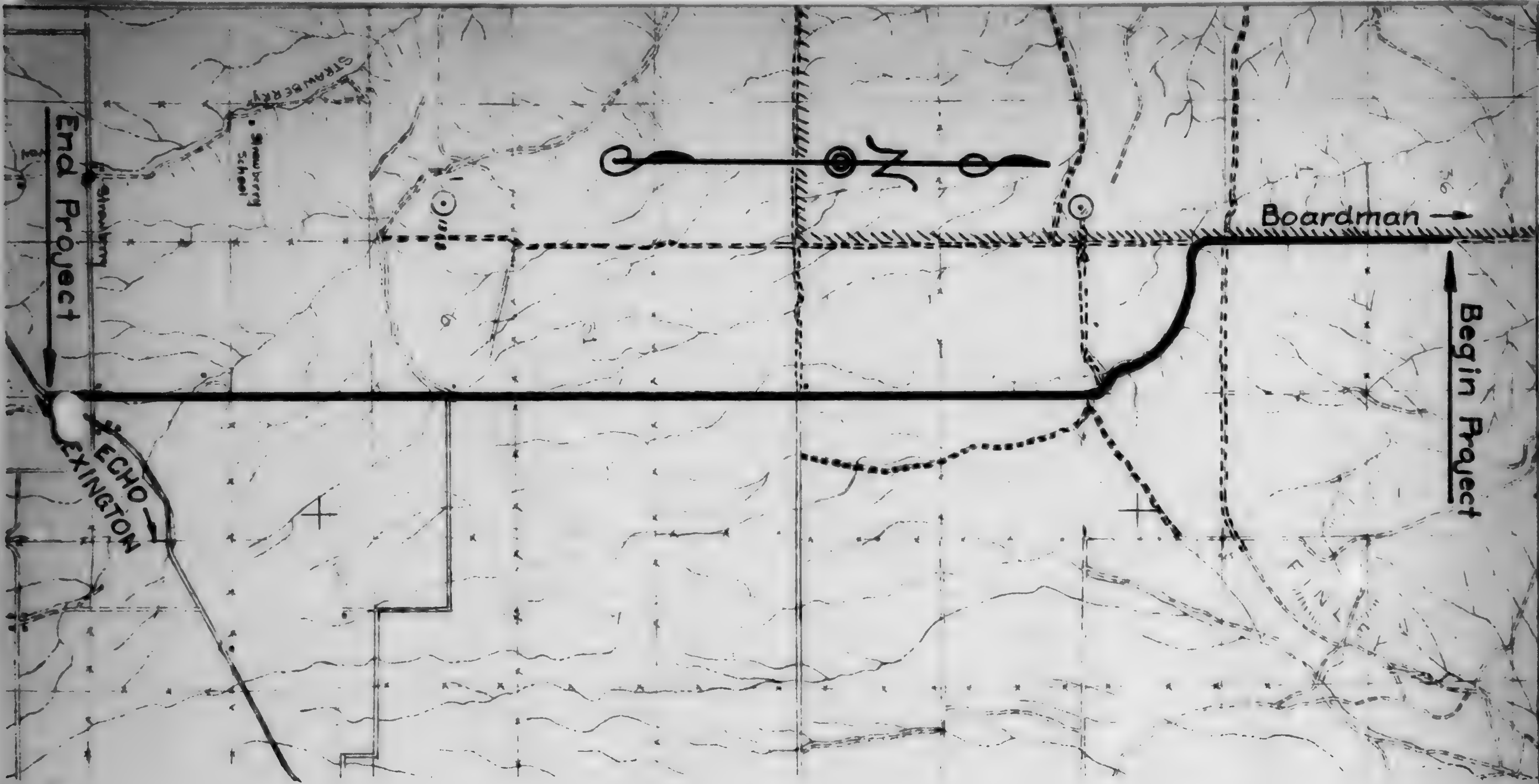
There are no State parks or roadside rest areas affected by this project.

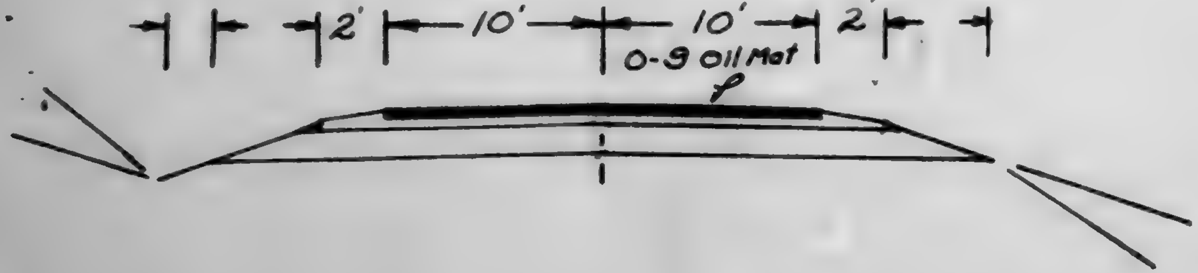
April 21, 1960

Attach.

cc W. C. Williams ✓
Forrest Cooper
G. S. Paxson (2)
Tom Edwards
A. F. Parson (3)
C. H. Armstrong
Mark Astrup
G. K. Attig
D. J. Barbee
R. C. Blensly
F. B. Crandall
G. L. Decker (2)
I. A. DeFrance
R. C. Edgerton
Frank Hall
Val P. Johnson (3)
Larry Mahoney
Ivan D. Merchant (3)
J. W. Nash
C. G. Polk
R. L. Porter
C. G. Swenson
Walter T. Wright

RECEIVED
[illegible]
OFFICE OF
STATE HIGHWAY ENGINEER





PROSPECTUS MAP
Bomber Range Rd, So Unit
FAS829 MORROW Co.

PROPOSED PROJECT
MORROW COUNTY

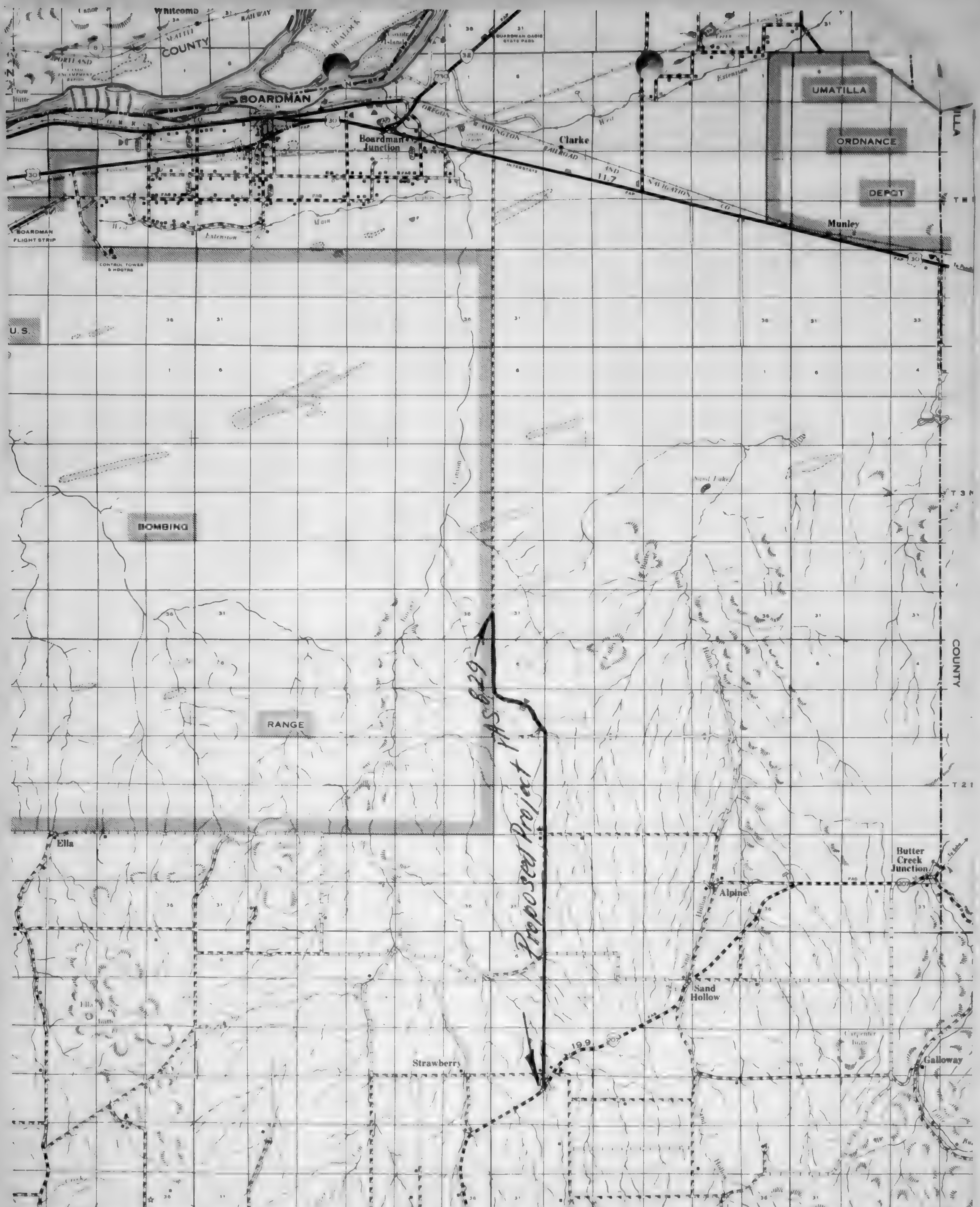
FAS 829, South Unit, Bomber Range Road, $42,000. This project begins at Mile Point 9.3 approximately 10 miles south of Boardman Junction and extends southerly to a junction with the Lexington-Echo Highway (FAS 443).

The proposed project is to place an O-9 oil mat 20' wide with 2' shoulders on a roadway which has been graded and base surfaced by the county. The base surfacing will conform to a design provided by the Soils Division.

The county will provide the aggregates for the oil mat in stockpile near the project. The county plans to start grading in the immediate future.

60-c
3/18/60

Comm approved 4/21/60


Whitcomb
COUNTY
RAILWAY
PORTLAND
BOARDMAN
Boardman Junction
OREGON WASHINGTON RAILROAD AND NAVIGATION CO.
Clarke
Extension
West
Main
BOARDMAN FLIGHT STRIP
CONTROL TOWER & HDQTRS
UMATILLA
ORDNANCE
DEPOT
Munley
30
U.S.
BOMBING
RANGE
Sand Lake
T 3 N
T 2 N
COUNTY
Proposed Project FAS 829
Ella
Butter Creek Junction
Alpine
Sand Hollow
199
Strawberry
Carpenter Butte
Galloway
WILLAMETTE

OREGON STATE HIGHWAY DEPARTMENT
CONSTRUCTION DIVISION
GEOLOGY AND SOILS SECTION
PROJECT BASE DESIGN

NOTED
V. R. JONES

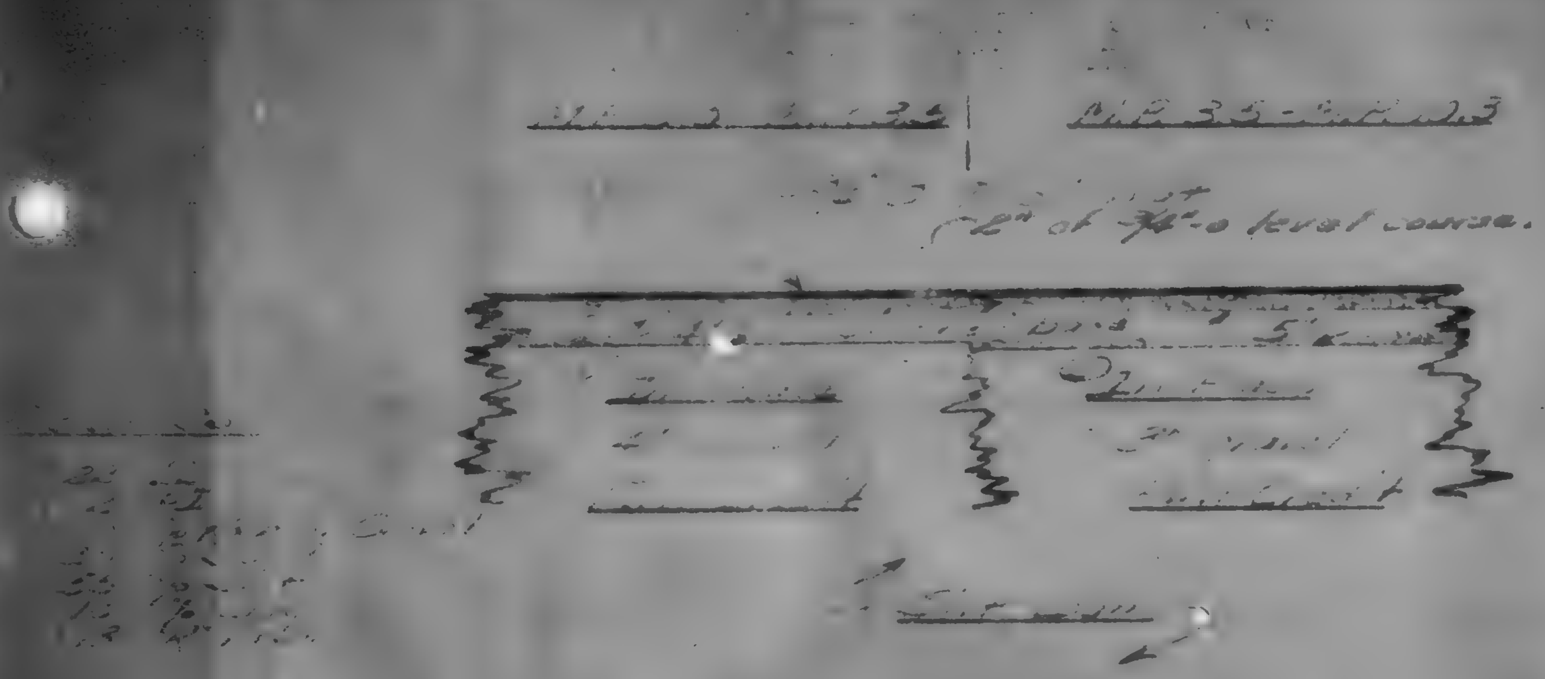
Highway [illegible] County [illegible] Prefix

Length of Project 0.3 Miles. [illegible] to [illegible] Date

TYPICAL SECTIONS [illegible] - Light

2" of 3/4"-0 level course.

NOTED
Harold C. Ayers



Required	Designed
Base & Wear	Wear
3/4 0-9	
2 Level	
4 Cr. Base	
10 1/2	10.14
1 1/2 0-9	15.3
2 Level	
5 Cr. Base	
	10 1/4

PROPOSED MATERIAL SOURCES

Location	Lab. No.	S.G.	Type of Material	Max. Size	% Pass No. 4 Screen	% Pass No. 40 Screen	Abrasion Loss %	Sodium Sulphate Loss %	LL	PI
Suitable material source to be determined by the Engineer.										
Representative test [illegible]	[illegible]	--	[illegible]	1/2"	62.8	27.8	--	--	[illegible]	[illegible]

cc Deputy State Highway Engineer
Construction Engineer
Engineer of Materials
Division Engineer
Resident Engineer
Office Engineer
Design Engineer
[illegible] Engineer Division

Submitted by S. L. Decker

Recommended by
Construction Engineer

Recommended by
Engineer of Materials

Approved by

NOTED
Harold C. Ayers

NOTED
V. R. JONES

NOTED
C. G. SWENSON

Salem, Oregon
October 27, 1959

Mr. G. L. Decker
Soils Division

NOTED
John F. Hagemann

Soils Survey
South Unit, Bomber Range Road
FAS 829, Morrow County

It is requested that a soils survey be conducted to determine how much additional base material would be required on the subject named section (shown in red on attached maps) prior to oiling with a type 0-9 oil mat with binder. A similar project was constructed this year called the North Unit.

The county is in the process of selecting a project for construction in 1960 with available FAS funds and needs this information as a guide. It is the county's plan to place all required base and use FAS funds for the binder course and oil mat only. The county has some crushed gravel in stockpile in this area and it might be well to sample this material to determine its suitability. The location of the stockpile could be determined by asking County Judge Peterson. He is in his office at the courthouse in Heppner almost every week day.

Anything you could do to expedite this survey would be appreciated as I have an appointment to discuss programming of the county FAS funds on Wednesday, November 4.

John F. Hagemann
Assistant County & City Relations Engineer

JFH:mm
Att.

S-178(5) Hamilton Creek Bridge 1960

#5767

MA
22418
7.21.60

OREGON STATE HIGHWAY DEPARTME

INVOICE

NOTED
DON HARWELL

NOTED
H. S. COX

NOTED
Harold C. Ayers

DATE	BILLING REQ. NO.	YOUR ORDER NO.	CREDIT DISTRIBUTION
9-25-61	CC 713		522-10[illegible]

Contract 5767
S - 178 (5)

Linn County Court
Courthouse
Albany, Oregon

Attention: County Court

INVOICE NUMBER 71545

MAKE CHECKS PAYABLE TO
THE OREGON STATE HIGHWAY DEPARTMENT

SEND REMITTANCE TO:
OREGON STATE HIGHWAY DEPARTMENT
STATE HIGHWAY BUILDING
SALEM, OREGON

NOTED
JOHN D. GRAHAM

NOTED
V. R. JONES

DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE
Final Billing: Hamilton Creek Bridge on FAS 214. Covered by agreement dated July 5, 1960.			
Original advance deposit		$4,507.28	
Less amount previously transferred		3,507.28	
Balance advance deposits			$1,000.00
County share cost as per attached statement		$3,947.49	
Less amount previously transferred		3,507.28	
Balance due			440.21
To be refunded			$ 559.79

ACKNOWLEDGMENT OF BILLING REQUEST

Cash Received with Request: $________________

By ________________________________

A 150 (REVISED 7-60)

NOTED
V. R. JONES

September 21, 1961

Linn County Court
Courthouse
Albany, Oregon

Don H.

Gentlemen:

Final costs are now available on the Hamilton Creek Bridge, FAS 214, under agreement dated July 5, 1960, as shown in the enclosed cost statement.

In accordance with the agreement, a refund of $559.79 is due the County in connection with this project. This refund will be made by our accounting division within the next few days.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Verne R. Jones
County & City Relations Field Engineer

VRJ:mm
Encl.

NOTED
JOHN D. GRAHAM

OREGON STATE HIGHWAY DEPARTMENT

NOTED
S. COX

INVOICE

DATE	BILLING REQ. NO.	YOUR ORDER NO.	CREDIT DISTRIBUTION
8/16/60	cc 641	NOTED	522-1002-297

NOTED
C. G. SWENSON

INVOICE NUMBER
66152

Linn County
Albany, Oregon
Attn: County Court

MAKE CHECKS PAYABLE TO
THE OREGON STATE HIGHWAY DEPARTMENT

NOTED

SEND REMITTANCE TO:
OREGON STATE HIGHWAY DEPARTMENT
STATE HIGHWAY BUILDING
SALEM, OREGON

DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE
Advance Deposit			$4,507.28
Partial transfer county advance deposit for Hamilton Creek Bridge, FAS 214, covered by agreement dated July 5, 1960			3,507.28
To be retained			$1,000.00

RECEIVED
[illegible] 1960
COUNTY [illegible]

ACKNOWLEDGEMENT OF BILLING REQUEST

Cash Received with Request: $..................

By ....

A 150 (REVISED 7-60)

NOTED
H. S. COX

NOTED
C. G. SWENSON

August 15, 1960

Linn County Court
Courthouse
Albany, Oregon

NOTED
Harold C. Ayers

Gentlemen:

Final costs are now available for the Green Bridge-Kelly Road and Albany-Orleans Junction Sections, Contract #5446, on FAS 126 and 595, as shown in the attached cost statement. In accordance with an agreement signed March 12, 1959, a refund of $2,607.28 is due the county in connection with this project. This refund is being held and applied on the advance deposit for the Hamilton Creek Bridge. The following summary indicates the present status of the Hamilton Creek Bridge advance deposit:

FAS 2[illegible]

Cash received 8/8/60	$1,900.00
Refund on Contract #5446	2,607.28
Total advance deposit.	$4,507.28

Very truly yours,

W. C. Williams
State Highway Engineer

By

H S Cox

H. S. Cox
Assistant County and City Relations Engineer

HSC:mm
Att.

NOTED
C. G. SWENSON

NOTED
H. S. COX

August 12, 1960

Linn County Court
Courthouse
Albany, Oregon

NOTED
Harold C. Ayers

NOTED
V. R. JONES

Gentlemen:

This is to acknowledge receipt of your advance deposit in the amount of $1,900.00 for the Hamilton Creek Bridge on FAS 214. Contract No. 5767 has been awarded to Heavy Machinery Company, Inc.

Enclosed is a copy of the contract for your files and also another set of plans. If you should need additional plans or specifications, please advise and they will be furnished promptly.

Very truly yours,

W. C. Williams
State Highway Engineer

H.S. Cox
By H. S. Cox
Assistant County and City Relations Engineer

HSC:ge
Encl.

NOTED
H. S. COX

Salem, Oregon
August 8, 1960

Linn County Advance Deposit

Mr. Ivan Merchant
Bridge Engineer
Building

NOTED
Harold C. Ayers

NOTED
C. G. SWENSON

Advance deposit from Linn County in the amount of $1,900.00 has been received for construction of Hamilton Creek Bridge on F.A.S. 214. This project is now clear for awarding a contract.

H. S. Cox
Assistant County & City Relations Engineer

HSC:ge

NOTED
H. S. COX

August 2, 1960

NOTED
Harold C. Ayers

Linn County Court
Courthouse
Albany, Oregon

Gentlemen:

On July 28th, a satisfactory bid was received from Heavy Machinery Company, Inc. of Salem, Oregon, for construction of Hamilton Creek Bridge Section, F.A.S. 214. As per agreement between county and state, the following advance deposit is required of the county prior to awarding of a contract.

Bid Items	$19,980.00
Anticipated Additional Items	---------
	19,980.00
Engineering and Contingencies (12½%)	2,497.50
Estimated Total Cost	$22,477.50

As Linn County has a refund of $2,607.28 due from the Greens Bridge - Kelly Road and Albany - Orleans Junction Project which will be applied to the advance deposit of the Hamilton Creek Bridge project, a cash deposit of $1,900.00 will be necessary. This will make a total advance deposit of $4,507.28 for the present project.

Please make the advance deposit by means of a check or warrant payable to the Oregon State Highway Commission in the amount of $1,900.00, forwarding same to this office.

Very truly yours,

W. C. Williams
State Highway Engineer

H S Cox
By H. S. Cox
Assistant County & City Relations Engineer

HSC:ge

RECEIVED
JAN 13 1961
FOR FILING
I-179 (5)
5767

January 17, 1961

Hartford Accident & Indemnity Co.,
Pacific Department
720 California Street
San Francisco, California

Gentlemen:

State Highway contract #5767 for construction of the Hamilton Creek Bridge on the Lebanon-Berlin Road (FAS 214) in Linn County was completed by the contractor, Heavy Machinery Co. Inc., on December 27, 1960, but has not as yet been accepted by the Commission.

Final payment in the amount of $2,285.00 will be released to the contractor after acceptance by the Commission. The total contract amount is $19,836.50, and no force account work was performed on the project.

The State is not aware of any unpaid claims for labor or materials and assumes no responsibility for such claims should there be any.

This notice is sent as your company appears as surety on the performance bond furnished by the contractor on this project.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: Hartford Accident & Indemnity Co.,
Cushing Insurance Agency
P. O. Box 1585
Salem, Oregon

cc: Heavy Machinery Co. Inc.,
2611 35th Street NE
Salem, Oregon

FORM E-123-X 78M

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD
FLOYD QUERY, SECRETARY
SALEM

RECEIVED

-178 (5

5767

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

January 3, 1961

Mr. C. G. Polk, Division Engineer
Bureau of Public Roads
Room 408
State Highway Building
Salem, Oregon

RE: Hamilton Creek Bridge
Contract #5767
FAP No. S-178(5)

Dear Sir:

Heavy Machinery Company completed work on the Hamilton Creek Bridge on the Lebanon-Berlin Road in Linn County, Contract #5767, FAP No. S-178(5), on December 27, 1960.

Very truly yours,

Ivan D. Merchant
Bridge Engineer

CAG:nk

cc: J. W. Nash
Floyd Query
D. B. Parkes

FORM 5-120

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

RECEIVED
SEP - [illegible] 1960
FOR FILING

- 174 (5)
5767

September 7, 1960

Heavy Machinery Company, Inc.
% Valley Equipment Company
2611-35th Street N.E.
Salem, Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission:

Contract No. 5767, awarded August 8, 1960, for construction of Hamilton Creek Bridge on Lebanon-Berlin Road (FAS 214) in Linn County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

Encl.
FR

5767

Monthly Transaction No. RECEIVED 1960	Form 2 (5-29-57) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	e Oregon
Project Report No. FOR FILING S-178 (5) 5767	FEDERAL-AID PROJECT AGREEMENT	County Linn
		Project No. S-178(5)

The State, through its Highway Department, having complied with the terms and conditions set forth in the Federal-Aid Road Act, approved July 11, 1916 (39 Stat. 355), as amended and supplemented, and in the Regulations issued pursuant thereto by the Secretary of Commerce, relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein.

Project termini

Co. Rd. Hamilton Cr. Br. 5 mi. E. Lebanon

Project classification or class of work	Effective date of authorization	Approximate length
Highway planning		▨
Preliminary engineering		
Rights-of-Way		▨
Construction	5-6-60	0.1
Other *(Specify)*		

FUNDS

Estimated total cost of project	Federal funds
$ 21,978	$ 13,100

The State further stipulates that pursuant to said Act and Regulations, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By
State Highway Engineer
(title)

By
(title)

By
(title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

BY C. G. Polk
Division Engineer

By: R. C. Wright
Administrative Manager

Date executed by Division Engineer **August 22, 1960**

USComm-DC 11169

August 17, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding two copies of project agreement, signed by the Highway Commission, for the Hamilton Creek Bridge, Project No. S-178(5).

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

RWC:bb

August 10, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding four copies of estimate as a basis for project agreement for the Hamilton Creek Bridge, Project No. S-178(5).

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

RNC:sw

Enc.

Oregon State Highway Department

Federal Aid Secondary
Project No. S-178(5)

HAMILTON CREEK BRIDGE ON THE LEBANON-
BERLIN ROAD IN LINN COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, August 10, 1960

Type Code X021
Hamilton Creek Bridge No. 11964-A (Sta. 270+04 to Sta. 271+29)
(Contract No. 5767)

Remove Old Bridge	All Required		$ 1,400.00
Furnish Treated Timber Piling	1,320 lin.ft.	$ 1.80	2,376.00
Drive Piles	36 only	35.00	1,260.00
Class "A" Concrete (156 cu.yds.)	All Required		7,800.00
Metal Reinforcement (48,200 lbs.)	All Required		6,266.00
Furnish Treated Timber	2.24 M-FBM	325.00	728.00
8-inch Metal Drain Pipe	50 lin.ft.	3.00	150.00
	Subtotal		$19,980.00
	10% Engr. & Cont.		1,998.00
	Total		$21,978.00

Length of Structure . . . . 0.024 Mile

Federal Funds -	$13,100.00
State Funds -	4,439.00
County Funds- -	4,439.00

State Funds for Const: Chap. 175, Laws 1917; Chap. 31, Laws 1920;
Chap. 529, Laws 1939.
Funds for Maint: Chap. 529, Laws 1939

Note: Necessary funds have been deposited with the Highway Department by Linn County.

RECEIVED
JUL 21 1960
FOR FILING

Cont
Bridge
Gen.

July 21, 1960

County Court of Linn County
Court House
Albany, Oregon

Gentlemen:

We are enclosing for the records and files of Linn County a fully executed copy of an agreement between the State Highway Commission and Linn County covering the Hamilton Creek Bridge on FAS 214 in Linn County.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

rn
Enc.

RECEIVED
JUL 26 1960
FOR FILING
Const
Bridges
Gen

Salem, Oregon
July 21, 1960

MISC. CONTRACTS and
AGREEMENTS No. 2248

FAS Project Agreement
Linn County

Mr. C. G. Swenson
Engineer City & County Relations Dept.
Office

A

Attached is a conformed copy of an agreement with Linn County covering the Hamilton Creek Bridge on FAS 214 in Linn County.

A fully executed copy of the above agreement has been retained in this office for the Commission's files and one fully executed copy has been sent to the County Court of Linn County.

Secretary

rn
Attach: 1

FORM E-30X 50M 7-59 22128

7-15

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 8, 1960

SUBJECT: FAS Project Agreement
Linn County

To: Mr. G. S. Paxson
OFFICE

Attached are three copies of an agreement covering the Hamilton Creek Bridge on FAS 214 in Linn County. Two copies have been executed by the Court and are now ready for signature by the Highway Commission. Both copies require your signature of approval.

The project was approved 1/28/60.

C. G. S

C. G. Swenson
County & City Relations Engineer

CGS:mm
Att.

RECOMMENDED FOR APPROVAL
Assistant State Highway Engineer

AUTHORIZED BY HIGHWAY COMMISSION
DATE 1-28-60 Min page 21
Floyd Query
Secretary

FLOYD D. JENKS
COMMISSIONER

BURL INGRAM
COMMISSIONER

E. G. ARNOLD
COUNTY JUDGE, LINN COUNTY
ALBANY, OREGON

NOTED
C. G SWENSON

NOTED
H. S. COX

July 5, 1960

NOTED
Harold C. Ayers

State Highway Department
Salem, Oregon

Attention: W. C. Williams
State Highway Engineer

H. S. Cox, Assistant
County and City Relations Engineer

Gentlemen:

Enclosed you will find two copies of an agreement duly signed by Linn County Court, in the matter of the HamiltonCreek Bridge.

We request that you sign said agrements and return one copy to this court for filing.

Yours very truly,

Linn County Court

E. G. Arnold
County Judge

Floyd D. Jenks
County Commisioner

Burl Ingram
County Commissioner

EGA:mh
Enc.

RECEIVED
JUL 1960
ENGINEER
COUNTY & CITY RELATIONS

NOTED
[illegible]

NOTED
H. S. COX

June 24, 1960

Linn County Court
Courthouse
Albany, Oregon

NOTED
Harold C. Ayers

Gentlemen:

Enclosed are two copies of an agreement and a set of plans and specifications in connection with the Hamilton Creek Bridge project on FAS 214.

This agreement covers, among other things, state and county participation in costs and provides for an advance deposit to be made by the county after the low bid has been determined and prior to award of a contract. The estimated total cost of this project, including engineering and contingencies, is $29,000; however, the low bid received plus 12½% for engineering and contingencies will be the basis for the county's advance deposit. Please treat this estimate as confidential.

The set of plans and specifications is for your information and records.

If satisfactory, please sign, have the county clerk attest, with seal, and return both signed copies to this office. After signature by the Highway Commission, a fully executed copy of the agreement will be returned for the county's records. It would be appreciated if the signed agreements could arrive in Salem not later than July 12.

It is presently planned to accept bids for this project on July 28, 1960.

Very truly yours,

W. C. Williams
State Highway Engineer

By

H S Cox
H. S. Cox
Assistant County & City Relations Engineer

HSC:mm
Encl.

NOTED
H. S. COX

May 23, 1960

NOTED
C. G. SWENSON

Mr. Walter W. Larsen
County Engineer, Linn County
Courthouse
Albany, Oregon

(FAS 214)

NOTED
V R. JONES

Dear Mr. Larsen:

The enclosed base design is for your information and guidance in construction of the Hamilton Creek Bridge approaches.

Very truly yours,

W. C. Williams
State Highway Engineer

By

H. S. Cox
Assistant County & City Relations Engineer

HSC:mm
Encl.

NOTED
V. P. JONES

NOTED
H. S. COX

NOTED
C. G. SWENSON

MEMO TO J. W. NASH
4/25/60

FAS 214, LINN COUNTY

TERMINI: Bridge over Hamilton Creek approximately 5 miles southeast of Lebanon.

PROPOSED WORK: Construct one concrete bridge.

PROJECT LENGTH: 0.02 mile.

COSTS	TOTAL	FEDERAL	STATE	OTHER
CONSTRUCTION	$30,000	$18,000	$6,000	$6,000 (Co.)

EXISTING FACILITIES: 125' long pile trestle bridge. Horizontal clearance 19'-3". T&G planked deck with 3/4" oil mat.

ADJACENT SECTIONS: 18' - 19' bituminous surface with 5' to 6' shoulders.

PROJECT DATA: Construct a reinforced concrete bridge 120' long, horizontal clearance 26', Traffic may be detoured over other existing county roads during construction. County will construct approaches after bridge is constructed.

ROW:	50' minimum.
MINIMUM DESIGN STANDARDS:	No exceptions.
ACCESS CONTROL:	None.
RR XING:	None.
SYSTEM ACTION:	None required.
PUBLIC HEARING:	None required.
UNUSUAL OR COMPLICATED SITUATION:	None.

FAS 214 serves a large diversified farming area, considerable log hauling, and is also a school bus and ~~mmtxxx~~ mail route.

HSC:mm

3-7-60

RECEIVED
MAR 10 1960

FOR FILING
S-178(5)

5767

NOTE
W. C. WILLIAMS

LOCATION PROSPECTUS
HAMILTON CREEK BRIDGE
FAS 214 - LINN COUNTY

The following prospectus is submitted concerning the above-mentioned bridge on FAS 214, which is a county road on the Federal Aid Secondary System. The bridge (highway inventory #11,964) is located approximately five miles southeasterly of Lebanon. The overall length of the project, including approaches, is 500 feet.

This will be a location survey to prepare plans, specifications, and estimates for removal of the existing bridge and replacing it with a new bridge on the existing alignment. A detour road will not be required as the existing road can be closed during construction. There are no towns affected by this project.

Reconnaissance is not necessary. Routine soils investigation will be conducted. There are no special drainage problems. An economic analysis is not needed at this time.

The existing (1958) ADT is 310 and the projected (1978) ADT is 500. Traffic and alignment warrant a Class "D"-60 facility with tangent alignment on level grade. The typical section will consist of a 20-foot traveled way with 4-foot shoulders. The new bridge will have a horizontal clearance of 26 feet. Deviations from State and Federal standards are not anticipated.

Rise and fall and central angle of existing and proposed facilities are negligible.

This will be an unrestricted access facility with no railroad crossings or interchanges. The new structure will bridge Hamilton Creek.

The tentative base design by G. L. Decker is:

Wearing Surface	1¼"	0-11 Oil Mat
Top Course, Base	3 "	3/4"-0 Crushed
Bottom Course, Base	10 "	Coarse Crushed
Total Depth	14¼"	

Materials are available from local commercial sources.

Agreements with the county will be required.

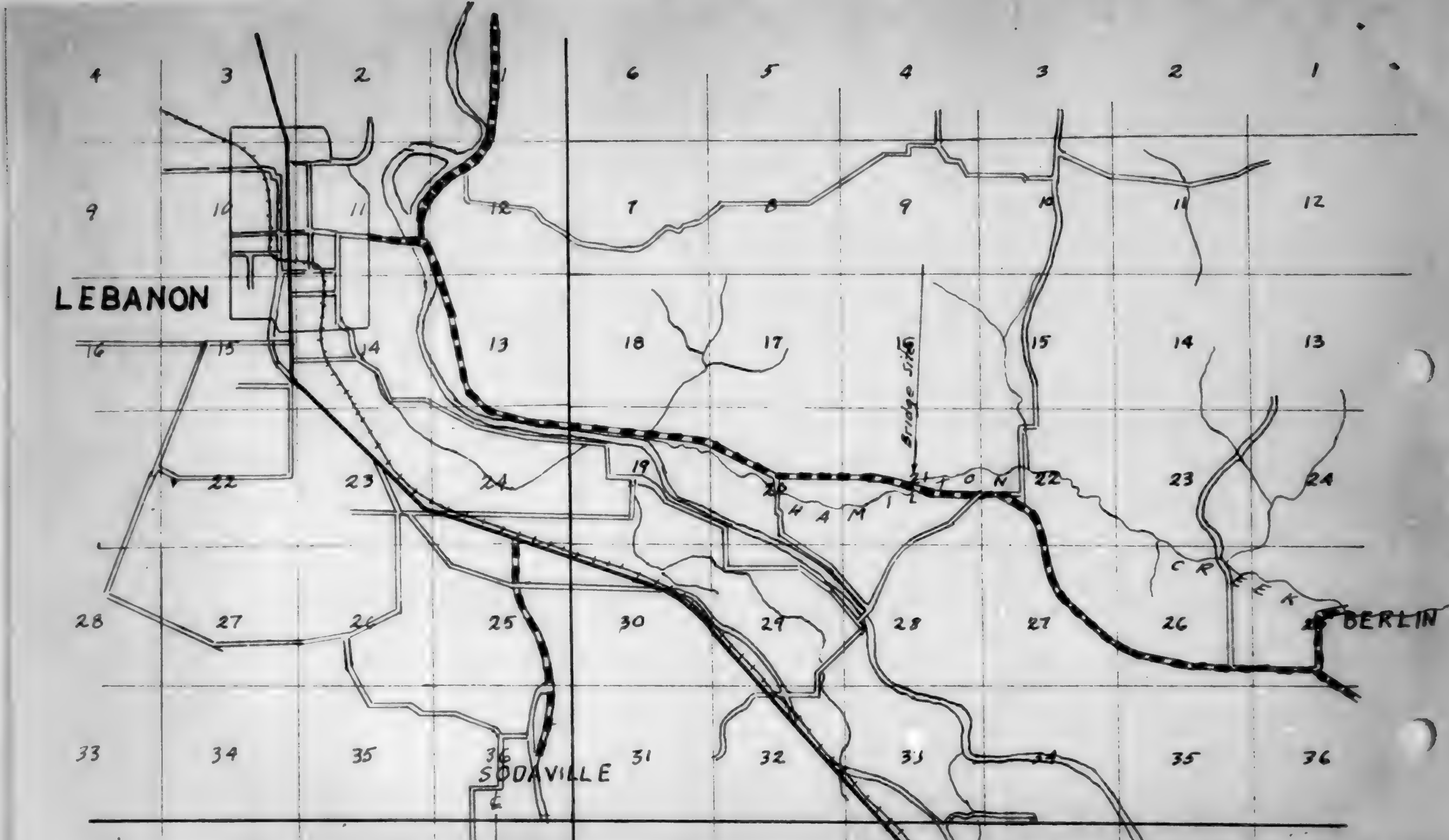
There are no State parks affected by this project.

March 7, 1960

Attach.

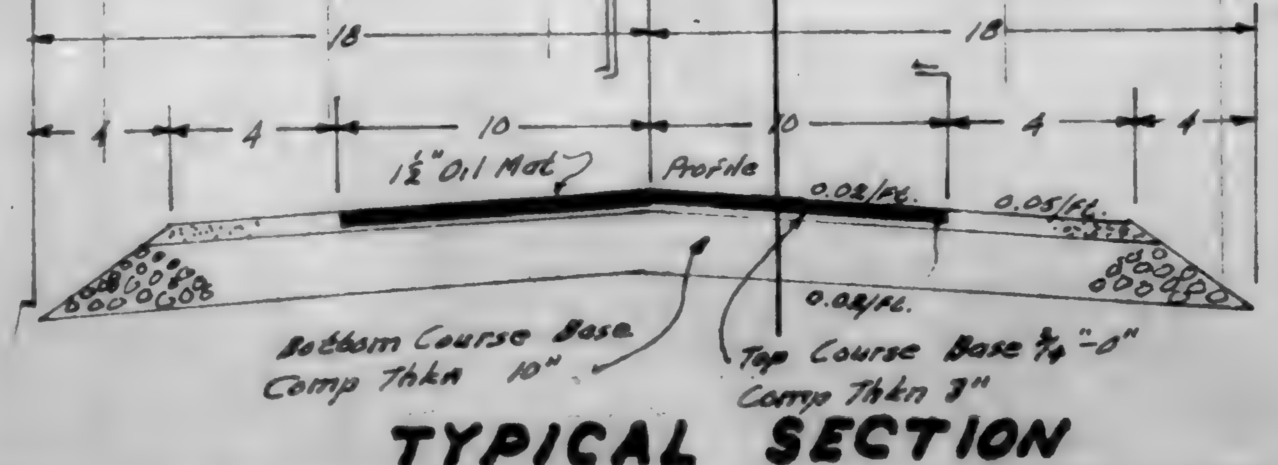
cc W. C. Williams
Forrest Cooper
G. S. Paxson (2)
Tom Edwards
J. D. Walker (2)
L. L. MacIntyre
C. H. Armstrong
Mark Astrup
G. K. Attig
D. J. Barbee
R. C. Blensly
F. B. Crandall
G. L. Decker (2)
I. A. DeFrance
R. C. Edgerton
Frank Hall
Val P. Johnson
Larry Mahoney
Ivan D. Merchant
J. W. Nash
C. G. Polk
R. L. Porter
C. G. Swenson
Walter T. Wright

RECEIVED
MAR - 9 1960
OFFICE OF
STATE HIGHWAY ENGINEER



PROSPECTUS SKETCH MAP
HAMILTON CREEK BRIDGE

LEBANON - BERLIN COUNTY ROAD
LINN COUNTY L.L. MACINTYRE RES. ENG
Jan 1960



TYPICAL SECTION

PROPOSED PROJECTS
LINN COUNTY

FAS 777, Diamond Hill Road-Lane County Line, $50,000. The County desires to have this surfacing project, which was approved by the Highway Commission on 1/28/60, canceled and the funds used on three bridge projects.

FAS 770, Butte Creek Bridge, $15,000. This bridge is located 4 miles east of Shedd and carries highway department inventory number 12,222.

The proposed project is to replace the existing 57' pile trestle with a new structure having a roadway width of 26'. The County prefers a precast beam with poured-in-place deck on treated pilings, if such construction is feasible. It is believed that this road can be closed during construction, but if a detour is required, the County will provide it. Removal of the existing bridge is to be included in the contract. The County will provide approaches and connections after construction.

FAS 771, Calapooya River Bridge, $22,000. This bridge is located 1.5 miles east of Shedd and carries highway department inventory number 12,287.

The proposed project is to replace the existing 114' pile trestle with a new structure 26' in width. The County has expressed a preference for a precast beam, poured-in-place deck on treated piling structure if this type of construction is suitable. It is believed that this road can be closed during construction, but if a detour is required, the County will provide it. Removal of the existing bridge will be a contract item. Approaches and connections will be constructed by the County.

The $22,000 represents the balance of FAS funds available for this project and they will be supplemented from future allotments if required.

✓ FAS 214, Hamilton Creek Bridge, $17,000. This will provide funds in addition to the $13,000 approved by the Highway Commission 1/28/60. The previous FAS funds approved represented the balance available at that time and it had been planned to supplement them when additional funds became available.

- - - - - -

The funds programmed above represent the presently estimated balance of FAS funds available to Linn County. These amounts will be adjusted as final costs for projects previously programmed become available.

Comm. approved
3-10-60

60-b
3/1/60

I-5-1(21)56 N. Grants Pass-"M" St. 1960
Sec. of Pacific Hwy.
#5768 (roadside improvement)

RECEIVED
NOV 10 1961
FOR FILING

[illegible]

5768

D. Cook

November 9, 1961

The Aetna Casualty and Surety Company
300 Yeon Building
Portland 4, Oregon

Attention: D. L. Hoots, Claim Representative

Gentlemen:

In this morning's mail, we received your letter of November 8, 1961 concerning the disposition of final payment to Ernest Ferrante & Co., on Contract No. 5768, your Bond No. 42 S 21219.

As we agreed over the phone, we will ask the Auditor to send the check for final payment in care of the Aetna Casualty and Surety Company, 300 Yeon Building, Portland 4, Oregon. The check will be made out in the regular manner payable to the contractor.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

FQ:jh
cc: C. H. Maison, Auditor
Attn: John Herr

NOTED ON CARD

L-487

THE ÆTNA CASUALTY AND SURETY COMPANY
THE STANDARD FIRE INSURANCE COMPANY
HARTFORD, CONNECTICUT

PORTLAND OFFICE

300 YEON BUILDING
PORTLAND 4, ORE.
CAPITOL 2-9111

November 8, 1961

State of Oregon
State Highway Department
Salem, Oregon

File: B 42 SC 109
Bond: 42 S 21219
Principal: Ernest Ferrante & Co.
Obligee: State Highway Department
of Oregon

Attention: Floyd Query, Secretary
Oregon State Highway Commission

Gentlemen:

This letter is written to confirm the telephone conversation with Mr. Query relating to Highway Project 3768 as referenced above. We received a letter from Atty. Lekas in reference to this file, a copy of that letter enclosed herewith for your information.

There has been some conflict between Ferrante and Doty and Doerner over the failure of certain plants to grow. If this conflict cannot be resolved, it will result in Litigation.

We would appreciate you issuing your draft for the balance due Ferrante on Project 3768 payable to Ernest Ferrante and THE ÆTNA CASUALTY AND SURETY COMPANY and mailing it to THE ÆTNA CASUALTY AND SURETY COMPANY, 308 Yeon Building, Portland, Oregon. Then we may feel certain that the money will be properly disbursed upon the settlement of this dispute.

Thank you in advance for your cooperation.

Yours very truly,

D. L. Hoots

D. L. Hoots
Claim Representative

DLH:bk
encl. as stated...

A. WADE STROWGER
[illegible]
PORTLAND 4, OREGON
[illegible]

A. WADE STROWGER
ATTORNEY AT LAW
CERTIFIED PUBLIC ACCOUNTANT

ROBERT M. GORDON
ATTORNEY AT LAW

EUGENE R. LOUGH

October 17, 1961

C O P Y

REGISTERED

to Hoots

Ernest Ferrante & Company
3908 S. E. Bybee Blvd.
Portland, Oregon

Re: Doty & Doerner vs.
Ernest Ferrante and Aetna Casualty
and Surety Company

Gentlemen:

Our client, Doty & Doerner, Inc., has directed us to take the necessary legal steps in collecting the balance of your account. Our records show the outstanding amount to be $600.00 plus interest at 8% per annum on the unpaid balance from April 25, 1961, for plants furnished you approximately one year ago.

The appropriate claim has been filed with the Oregon State Highway Department which, we understand, are presently holding approximately $600.00 due you from roadside improvement contract #3768 on the Pacific Highway.

You are hereby notified that unless we hear from you on this matter by October 23, 1961, a suit for the above amount will be promptly filed against you and your surety.

Very truly yours,

Thomas J. Lekas

TJL:eo

OCT 20 1961

CLAIM DEPT.
OCT 20 1961

RECEIVED
NOV 9 1961
FOR FILING
[illegible]
5768

D Cook

Salem, Oregon
November 8, 1961

Final Payment on
Contract 5768

C. H. Maison
Auditor

Attention: Mr. John Herr

This is to confirm our telephone conversation of yesterday concerning the holding up of final payment on Contract 5768.

A surety representative from the Portland Office called and asked that we hold up the final payment for a few days until they had made further investigation concerning the claim filed against this contract. They are to send us a letter confirming this request.

Floyd Query, Secretary

FQ:jmc

NOTED ON CARD
dc

RECEIVED
NOV 1 1961
FOR FILING

5768

October 31, 1961

The Aetna Casualty & Surety Co.,
Portland Service Department
300 Yeon Bldg.,
Portland 4, Oregon

Gentlemen:

State Highway contract #5768 for roadside improvement on the North Grants Pass-"M" Street Section of Pacific Highway in Josephine County was completed by the contractor, Ernest Ferrante & Co., on November 28, 1960, (replanting completed October 1, 1961) and was formally accepted by the Highway Commission on October 20, 1961.

Final payment in the amount of $608.27 will be released to the contractor on or after November 7, 1961. The total contract amount is $20,598.84, and no force account work was performed on the project.

You have been previously notified that a claim has been filed against this contract.

This notice is sent as your company appears as surety on the performance bond furnished by the contractor on this project.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

by:
C. W. Head, Assistant Secretary

dc

cc: The Aetna Casualty & Surety Co.,
Pallett, Fisher & Carlo, Inc.,
1001 US National Bank Bldg.,
Portland 4, Oregon

cc: Ernest Ferrante & Co.

RECEIVED
JUN 22 1961

FOR FILING

[illegible]

5768

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 21, 1961

SUBJECT: North Grants Pass - "M" St.
Roadside Improvement
Contract #5768 Prefix 617-1049
FAP #I-5-I (21) 56

To: Frank Morgan
Division Engineer
Roseburg, Oregon

As of this date, the Resident Engineer has advised us that the contractor has not completed the replacement planting of 2676 St. Johnswort plants on the subject project as required by the contract.

Planting at this late date would subject the plants to high temperatures with subsequent heavy losses.

Therefore, it is suggested the contractor be notified that the specified replacement planting is to be postponed until the Fall planting season.

The contractor has had ample time to complete this portion of the contract since he was notified by letter May 16th of the exact number of plants needed for replacement. Furthermore, he was notified by telephone on Jan. 6th that approximately 50% of the plants were dying and he could either make the replacement at that time or wait until Spring when an exact count could be made. We were notified verbally by one of the contractor's sons that they would make the replacements in the Spring.

Alfred Shirley Jr

Alfred Shirley, Jr.
Assistant State Parks Superintendent

SAM:lg
cc: R. L. Porter
L. H. Young
Forrest Cooper

RECEIVED
JUN 21 1961
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
MAY 24 1961
FOR FILING
I-5-1(21) 56
5768

ERNEST FERRANTE & CO.

ESTABLISHED 1926

GENERAL CONTRACTOR

Installers of Waterlines, Irrigation Systems
and Lawn Sprinkling Systems

3908 S.E. BYBEE BLVD. PHONE PR. 1-3176 PORTLAND 2, OREGON

May 21, 1960

REFERRED TO
Cooper
By State Highway Engineer

Doty & Doerner, Inc.
6691 S. W. Capitol Highway
Portland 1, Oregon

Dear Sirs:

We have received a letter from the Assistant Construction Engineer, L. H. Young, of the State Highway Department indicating that 2,676 Hypericum Calycinum on Project No. 5768 have not survived.

We have a man in Grants Pass waiting to plant the vines as soon as you can deliver them. His name is Austin Jack, 4570 Leonard Road, Grants Pass, Oregon.

We are depending on you to get the plants down there as soon as possible so that this project can be completed and final settlement made.

Very truly yours,

ERNEST FERRANTE & CO.

EF/mf

Astrup.

NOTED

RECEIVED
MAY 22 1961
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
[illegible]
STATE HIGHWAY ENGINEER

RECEIVED
MAY 17 1961

COMMISSIONERS
~~M. K. McIVER, CHAIRMAN~~
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD
FLOYD QUERY, SECRETARY
SALEM

I-5-1(21) 56
5764

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

May 16, 1961

Pallette, Fisher & Carlo, Inc.
100 U.S. National Bank Building
Portland, Oregon

Attention: Mr. Fred R. Fisher

Gentlemen:

A field inspection of the North Grants Pass-"M" Street Roadside Improvement Project, Contract No. 5768, has been made and it has been determined that the following vines have not survived and must be replaced:

Plant Name	Location	Number
Hypericum Calycinum	NE Cor. 7th St. Br.	1,120
Hypericum Calycinum	SE Cor. 7th St. Br.	270
Hypericum Calycinum	NW Cor. 7th St. Br.	1,286
	Total	2,676

This is the information that you requested by letter of May 4, 1961, and should enable Mr. Ferrante to complete this project.

Very truly yours,

W. C. Williams
State Highway Engineer

By L. H. Young
L. H. Young
Assistant Construction Engineer

cc Mr. Ernest Ferrante
3908 S. E. Bybee
Portland 2, Oregon

Forrest Cooper
Mark Astrup

NOTED
FORREST COOPER

RECEIVED
MAY 17 1961
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
MAY 9 1961
FOR FILING

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD
FLOYD QUERY, SECRETARY
SALEM

I-5-1 (21) 56
5768

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

P

May 8, 1961

The Aetna Casualty & Surety Co.
Portland Service Department
300 Yeon Building
Portland 4, Oregon

Gentlemen:

We have received notification from the Secretary of State, dated May 4, 1961, that the claim of Doty & Doerner, Inc., in the amount of $900.00 against Ernest Ferrante & Co. on our Contract Nos. 5768 & 5772, has now been filed in his office. The Secretary of State has assigned his File No. 3816 to this claim.

A description of the claim was outlined in our letter to you of May 3, 1961.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

NOTED ON CARD
dc

FORM E-129-X 50M 1-61

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

May 3, 1961

Hon. Howell Appling, Jr.
Secretary of State
Salem, Oregon

Attention: Mr. Geo. C. Stephens

Dear Sir:

Attached is a claim letter for filing in the amount of $900, received from Doty & Doerner, Inc., for plants furnished to Ernest Ferrante & Co., Portland, on State Highway Contracts #5768 and 5772.

The contract descriptions are as follows:

#5768 - Roadside improvement on the North Grants Pass-"M" Street Section of the Pacific Highway in Josephine County.

#5772 - Roadside improvement on the Redwood Highway Jct. Section of the Pacific Highway in Josephine County.

The surety on both of these projects is the Aetna Casualty & Surety Company, through Pallett, Fisher & Carlo, Inc., 1001 U. S. National Bank Building, Portland 4, Oregon.

Please acknowledge receipt of the claim on the enclosed copies of this letter.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

Enc.

File # 3816

FILED
MAY 4 - 1961
HOWELL APPLING, JR.
SECRETARY OF STATE

RECEIVED
MAY - 4 1961
HOWELL APPLING, JR.
SECRETARY OF STATE

RECEIVED
MAY 8 1961
FOR FILING
I-5-1(21)56

5768

May 5, 1961

Pallett, Fisher & Carlo, Inc.
1001 U.S. National Bank Building
Portland, Oregon

Attention: Mr. Fred R. Fisher

Dear Mr. Fisher:

In this morning's mail we received your letter of May 4 concerning the condition of certain plants used by Mr. Ferrante on State Highway Contract Nos. 5768 and 5772.

The final inspection on these contracts is a function performed by the Construction Engineering Division. The matter of determining how many of the plants will have to be replaced is, of course, a matter which can be determined only in the field.

As you may know, Doty and Doerner, Inc. have filed a claim against these two contracts for plants furnished. This office does not have any information concerning the condition of the plants when they were supplied, or as to how many of them grew after being planted.

Copies of your letter are being forwarded to Mr. W. C. Williams, State Highway Engineer and to Mr. Tom Edwards, Construction Engineer.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

FQ:rj

cc: W. C. Williams
Tom Edwards
Ernest Ferrante & Co.

RECEIVED
MAY 9 1961
FOR FILING
I-5-1(21)56
5768

PALLETT, FISHER & CARLO, INC.
GENERAL INSURANCE
1001 U. S. National Bank Building
Telephone CApitol 8-8451
PORTLAND, OREGON

May 4, 1961

Oregon State Highway Commission
Salem, Oregon

Attention: Floyd Query, Secretary

Re: State Highway Contracts #5768 and #5772
Ernest Ferrante & Co.

Dear Mr. Query:

At the request of Mr. Ernest Ferrante I am writing you this letter on his behalf, to explain certain circumstances about the matter involved in the claim noted in your letter of April 27, 1961.

In the first place, for some reason unknown to Mr. Ferrante, the papers for semi-annual payment on one of these jobs were delayed in processing in Grants Pass for a considerable length of time. This was confirmed to me in a telephone conversation with the District Engineer in Roseburg, who at the same time intimated to me that a certain amount was being withheld because of certain plantings, mostly apparently a plant called St. Johns Wort, which had not survived after original planting. Later in a conversation with Mr. Doty, Mr. Doty indicated that such was the case, but at the date of this writing, Mr. Ferrante, who was the contractor, has still never been furnished with detail as to what, where, and how many of the plantings are not acceptable.

It is our understanding that the State, because they had several of these jobs on which the St. Johns Worts plants were specified, had made certain contracts with local nurseries, who then made arrangements with out-of-state nurseries to furnish these plants to the State. In most instances contractors who bid on roadside improvement jobs were furnished the plants by the State. However in this case the bid by Ferrante to the State apparently worked out in such a way that the plants were billed to Ferrante rather than to the State.

There seems to be some lack of agreement as to the condition of these plants at the time they were received and/or put into the ground on the jobs. Mr. Doty informed me that Ferrante did not store them properly prior to planting, and Mr. Ferrante tells me that the plants were wilted and in poor condition when he received them from a California shipment, which was apparently a

Ætna
INSURANCE GROUP
HARTFORD • CONNECTICUT

shipment for which Doty had arranged. Although the relationsup of Ferrante and Doty appears to be that of purchaser and seller, the plants having been planted by Ferrante, it is Mr. Ferrante's contention that replacement plants should be furnished by Mr. Doty, but Ferrante agrees to put them in place and has the people ready to do this. He has instructed me to inform you that when he receives the written details of the plants to be replaced, he is ready to reimburse Mr. Doty for the balance due and install the plants, at which time he hopes he will be able to collect the balance of the moneys due for final completion of the two jobs.

Yours very truly,

PALLETT, FISHER & CARLO, INC.

By Fred R Fisher
Fred R. Fisher

FRF:kp

cc: Doty & Doerner, Inc.

CC: Ernest Ferrante

cc: Aetna Casualty & Surety Co.

RECEIVED
MAY 5 1961
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
MAY 4 1961

FOR FILING

I-5-1(21)56

5768

May 3, 1961

The Aetna Casualty & Surety Co.
Portland Service Department
300 Yeon Building
Portland 4, Oregon

Gentlemen:

A claim letter, dated April 27, 1961, has been received from Doty & Doerner, Inc., Portland, advising that Ernest Ferrante & Co. owe them $900 for plants furnished on their two State Highway Contracts #5768 and 5772. This appears to be our contracts with Ernest Ferrante & Co., as follows:

#5768 - Roadside improvement on the North Grants Pass-"M" St. Section of the Pacific Highway in Josephine County.
#5772 - Roadside improvement on the Redwood Highway Jct. Section of the Pacific Highway in Josephine County.

This claim has been forwarded to the Secretary of State for filing. Attached is a copy of it for your records.

We provide this information as your company appears as surety on the performance bond furnished with each contract.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

CWH:fp
Enc.
CC:
Pallett, Fisher & Carlo, Inc.
1001 U. S. National Bank Building
Portland 4, Oregon

Ernest Ferrante & Co.
3908 S. E. Bybee
Portland, Oregon

NOTED ON CARD

Commissioners
W. C. Williams
Forrest Cooper

RECEIVED
MAY 4 1961

FOR FILING

I-5-1(21) 56
5768

May 3, 1961

Doty & Doerner, Inc.
6691 S. W. Capitol Highway
Portland 1, Oregon

Attention: Mr. Paul E. Doty

Gentlemen:

This is to acknowledge receipt of your claim letter of April 27, 1961, informing us that Ernest Ferrante & Co. owe you $900 for plants furnished in connection with their two State Highway Contracts #5768 and 5772 in the Grants Pass area.

Our records indicate that Contract No. 5768 is for roadside improvement on the North Grants Pass-"M" Street Section of the Pacific Highway in Josephine County. Contract No. 5772 is for roadside improvement on the Redwood Highway Jct. Section of the Pacific Highway in Josephine County.

So that there will be no misinterpretation of the law, we are forwarding your claim letter to the Secretary of State for filing. In the meantime, this information will be noted in our records and we will advise the surety and the contractor that it has been received.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

CWH:fp

NOTED ON CARD

Sc

DOTY & DOERNER, INC. ☆ *Nurseries*
6601 SOUTHWEST CAPITOL HIGHWAY TELEPHONE CHERRY 4-1168 PORTLAND 1, OREGON

April 27, 1961

Floyd A. Query, Secretary
State Highway Commission
Salem, Oregon

Dear Sir:

On April 19th we mailed you a copy of our letter to Ernest Ferrante & Co., 3908 S. E. Bybee Blvd., Portland 2, Oregon, in which we asked them for payment of a balance of $900.00 due for plants which we furnished them with in connection with their two State Highway contracts in the Grants Pass area. Contract # 5768 and Contract # 5772. In that letter we called their attention to the fact that the balance was now more than six months old and we requested that they make settlement now. The alternative was that we would have to file a claim with the State Highway Commission and that the deadline would be April 25th. That date has now passed, and the only reply we have had is a letter from them under date of April 20th, a copy of which is enclosed for your reference.

We regret that the Ferrante Co. lost money on these two jobs. We, however, had nothing to do with the bid which was placed with them, nor with the handling of the construction after the bid was awarded them, nor with the handling or planting or maintenance of the plant materials after they were once delivered into their hands. All of the nursery stock which we furnished was inspected and accepted by representatives of the State Highway Commission before being turned over to the contractor. Under conditions of this kind, no supplier could be expected to guarantee the shrubs and plants against any and all disease or death, as they have requested in the second paragraph of their letter and six months after the termination of our original dealings with them.

The precise purpose of this letter to you is to place in your hands the information necessary to establish our claim for the balance of $900.00 due us from Ernest Ferrante & Co. Will you please see that this letter goes thru the proper channels to establish that claim? If any other information is needed in support, or in further explanation, please advise us of this.

Very truly yours,

DOTY & DOERNER, Inc.

Paul E Doty

Paul E. Doty

PED/mjc

cc of Ferrante
letter 4/20/61 encl.

RECEIVED
APR 28 1961
OREGON
STATE HIGHWAY COMMISSION

ERNEST FERRANTE & CO.
ESTABLISHED 1926
GENERAL CONTRACTOR
Installers of Waterlines, Irrigation Systems
and Lawn Sprinkling Systems

3908 S.E. BYBEE BLVD.
PHONE PR. 1-3176
PORTLAND 2, OREGON

April 20, 1961

Doty & Doerner, Inc.
6691 S. W. Capitol Highway
Portland, 1, Oregon

Dear Sirs:

We have your letter of April 19, 1961, regarding a balance due you of $900.00 for plants purchased last October for two State Highway Contracts in the Grants Pass area.

If you are willing to send us a statement to the effect that you guarantee the plants and shrubs purchased from you against any and all disease or death up to the time that the State notifies us of their acceptance of these plants,we will, by return mail, send you our check in full payment of the balance of the bill.

If you are not willing to stand behind your own merchandise, then, we of course can not take the chance of losing more money on the projects than we have up to now by sending you the balance of your account until we receive what is coming to us from the State.

Very truly yours,

Ernest Ferrante
ERNEST FERRANTE & CO.

EF/mf

RECEIVED
APR 21 1961

RECEIVED
MAY 4 1961

FOR FILING

I-5-1(21)56
5768

May 3, 1961

Hon. Howell Appling, Jr.
Secretary of State
Salem, Oregon

Attention: Mr. Geo. C. Stephens

Dear Sir:

Attached is a claim letter for filing in the amount of $900, received from Doty & Doerner, Inc., for plants furnished to Ernest Ferrante & Co., Portland, on State Highway Contracts #5768 and 5772.

The contract descriptions are as follows:

#5768 - Roadside improvement on the North Grants Pass-"M" Street Section of the Pacific Highway in Josephine County.

#5772 - Roadside improvement on the Redwood Highway Jct. Section of the Pacific Highway in Josephine County.

The surety on both of these projects is the Aetna Casualty & Surety Company, through Pallett, Fisher & Carlo, Inc., 1001 U. S. National Bank Building, Portland 4, Oregon.

Please acknowledge receipt of the claim on the enclosed copies of this letter.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

Enc.

CWH:fp

NOTED ON CARD
dc

Form E-123-X 75M 1-60

RECEIVED
MAY 2 1961
FOR FILING

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

I-5-1(21) 56

5768

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

NOTED
W. C. WILLIAMS

April 21, 1961

Mr. Ernest Ferrante
3908 S. E. Bybee
Portland 2, Oregon

Dear Mr. Ferrante:

Subsequent to ~~and~~ as a result of our recent meeting, we have completely reviewed and investigated your claims for additional compensation on Contract No. 5768, North Grants Pass-"M" Street, Roadside Improvement. For purposes of reference and review, your claims were:

1. Additional money for furnishing and placing 147 lineal feet of 2-inch electrical conduit.

2. Additional compensation for furnishing water.

3. Compensation for one additional drain valve.

4. Compensation for alleged failure of the State in furnishing ground cover when needed.

Taking these four items in order, we find:

1. A Price Agreement was made out which covered the difference in cost of material between one-inch and two-inch electrical conduit. At our meeting, you brought to our attention the fact that before the change was made you had already installed the one-inch electrical conduit called for on the plans and should therefore be entitled to some extra money to cover the labor of removing the one-inch conduit and installing the two-inch conduit. We find this to be the case; however, the one-inch conduit which you installed was cast iron pipe, not electrical conduit as called for on the plans or in the contract, and therefore did not meet the specifications for electrical conduit and would have had to be removed and replaced in any event. Your claim on this item was $0.95 additional per foot. Price Agreement No. 2 compensates you for $0.45 additional per foot. In the spirit of compromise and due to the reasons just stated, we are prepared to split the remaining difference and have therefore attached a Price Agreement for an additional $0.25 per lineal foot.

2. We must reiterate our previous analysis of this item; namely

securing and furnishing water as well as making the determination of where and when it is or will be available is the contractor's responsibility and therefore we cannot make any adjustment on this claim.

3. We had each and every drain valve checked on the ground and find that they have all been listed on the estimate and paid for including the valve which you were questioning and which was installed in the four-inch line at the northeast quadrant of the North Grants Pass Interchange. There was some confusion on this item because our original information indicated that one requested valve was not installed. However, a careful check reveals that they were all installed and were all included on the estimate. Therefore, we must reiterate that all valves installed have been paid for.

4. At our meeting, you elaborated on this claim and indicated that you had the ground cover available and on the job, but that there was to be State-furnished ground cover on the Redwood Highway contract. You utilized your ground cover on the Redwood job and the State was therefore to furnish the ground cover on this project. I have checked this out and can find no one either in the Landscape Department or the Field who directed you to do this. We find that you were not directed to do this, that in fact, the manner in which you coordinated your activities on these two projects was entirely up to you. It was your perogative to interchange various shrubs and plans, et cetera, from one job to the other for your convenience. Our interest in matters of this kind are the end results.

You will note that the attached Price Agreement is offered as a final and complete settlement of your claims on this project. We are sorry that the balance of your claims are such that they cannot be paid and hope that this Price Agreement will prove satisfactory.

Very truly yours,

W. C. Williams
State Highway Engineer

By L. H. Young
L. H. Young
Assistant Construction Engineer

Enclosure

LWR:fp

cc W. C. Williams
L. I. Lindas
Mark Astrup
R. L. Porter
F. D. Morgan

RECEIVED
APR 21 1961
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
APR 24 1961
FOR FILING

I-5-1(21)56
5768

DOTY & DOERNER, INC.
6691 S. W. CAPITOL HWY.
PORTLAND 1, OREGON

April 19, 1961

Ernest Ferrante & Co.
3908 S. E. Bybee Blvd.
Portland 2, Oregon

C O P Y

Gentlemen:

The enclosed statement indicates that there is still a balance of $900.00 due on purchases you made from us last October for the two State Highway Contracts which you had in the Grants Pass Area, No. 5772 and No. 5768. No arrangement has been made with us for credit extension, and this balance is now more than six months old. We cannot extend credit indefinitely, and the purpose of this letter is to ask you to give your attention now to the matter of payment of this balance.

According to standard business practice in matters of this kind, a supplier may protect himself against non-payment, by filing a claim with the State Highway Commission, within a limited space of time, against the contractor to whom supplies have been furnished. We plan to file such claim with the State Highway Commission on April 25, 1961, unless settlement in full is received in the interim. On and after that date, an interest charge of 8% per annum will accrue until final settlement is made.

We trust that you will give this your immediate attention.

Very truly yours,

DOTY & DOERNER, Inc.

Paul E. Doty

PED/mjc

cc to: Floyd A. Query ✓
Certified Mail
Sec. to State Hwy Comm.
Salem, Ore.

Pallett, Fisher & Carlo, Inc.
1001 U.S. Nat'l. Bank Bldg.
Portland 4, Oregon

NOTED
FLOYD QUERY

RECEIVED
APR 20 1961
OREGON
STATE HIGHWAY COMMISSION

STATEMENT

DOTY & DOERNER, Inc. *Nurseries*

6691 SOUTHWEST CAPITOL HIGHWAY CHerry 4-1168 PORTLAND 1, OREGON

April 19, 1961

COPY

Ernest Ferrante & Co
3908 S. E. Bybee Blvd.
Portland 2, Oregon

DATE	CHARGES	CREDITS	BALANCE
STATEMENT	BALANCE FORWARD →		
Oct. 11, 1960	3803.05		
Oct. 11, "	1201.75		
Oct. 12, "	150.00		
Oct. 11, "	210.00		
Nov. 2	236.00		
Jan. 16, 1961 by check		4700.80	
		Balance	$900.00

The above represents your total purchases from us for plants we furnished you on your State Highway Contracts No. 5772 and No. 5768.

PAY LAST AMOUNT IN THIS COLUMN

RECEIVED
APR 18 1961
FOR FILING

I-5-1(21) 56

5764

April 17, 1961

Ernest Ferrante & Co.
3908 S. E. Bybee Blvd.
Portland 2, Oregon

Attention: Mr. Ernest Ferrante

Gentlemen:

This is to acknowledge your letter of April 15 in which you state that you do not accept the final figures in the amount of $890.70, with a retainage of $618.27, on Contract No. 5768.

Copy of your letter is being forwarded to Mr. Tom Edwards, our Construction Engineer.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

CC Mr. W. C. Williams
Mr. Tom Edwards

FQ:fp

ERNEST FERRANTE & CO.
ESTABLISHED 1926
GENERAL CONTRACTOR
Installers of Waterlines, Irrigation Systems
and Lawn Sprinkling Systems

3908 S.E. BYBEE BLVD. PHONE PR. 1-3176 PORTLAND 2, OREGON

April 15, 1961

State of Oregon
State Highway Department
Salem, Oregon

Attention: Floyd Query, Secretary

Dear Sir:

We have received a copy of your letter to The Aetna Casualty & Surety Co. wherein you state that, the State Highway Commission is prepared to release semi-final payment to us on contract #5768 in the amount of $890.70, with a retained percentage of $618.27.

We have written numerous letters and made several trips to Salem in an effort to show the State of Oregon the expense and additional work we did on this particular job. We feel that our claim is justified and cannot accept the above figures as final or semi-final payment.

Yours truly,

Ernest Ferrante
ERNEST FERRANTE & CO.

EF/mf

RECEIVED
APR 17 1961
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
FORM E-123-X
APR 7 1961
FOR FILING

I-5-1(21) 56
5168

NOTED
W. C. WILLIAMS

T

[illegible]

COMMISSIONERS
M. R. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

April 5, 1961

Mr. Ernest Ferrante
Ernest Ferrante and Company
3908 S.E. Bybee Boulevard
Portland 2, Oregon

North Grants Pass-"M" Street
Contract No. 5768

Dear Sir:

Your letter of February 10, 1961 setting forth claims totaling $3,071.42 on the above contract has been investigated in the field and given careful consideration. Taking your numbered claims in order, we find the following:

1. Placing and furnishing 147 lineal feet of 2-inch electrical conduit. This claim has been resolved and Price Agreement No. 2 has been prepared for processing.

2. Water for planting not available. You claim $784.69. A check of our records indicates a cost to you of $194.87 in obtaining water after it was no longer available in the irrigation ditch. However, there is no provision in this contract wherein the State would be obligated to furnish water. Watering is required as a part of your operation and we can assume no responsibility for your costs in securing the water.

3. Placing manual control valve. You claim $28.50. Our resident engineer advises that he requested a valve in the main irrigation line, but that it was not installed.

4. Delay by the State in furnishing ground cover. You claim $2,118.58. There are no provisions in the contract by which the State would be obligated to furnish any ground cover. The listed bid items are for "Furnishing and Planting" and this is enlarged upon in the provisions of the contract.

In summary, we do not consider your Claims No. 2, 3, or 4 valid, but do believe that you have an adjustment coming on Claim No. 1 as outlined above and steps have been taken to make the proper payment.

We would be most happy to discuss this further if you wish. However, the terms of your contract appear to obviate any further payment on these claims.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Tom Edwards
Construction Engineer

LWR:fp:jw

cc W. C. Williams ✓
Mark Astrup
F. D. Morgan

RECEIVED
1961

FORM E-[illegible]

CONSTRUCTION DIVISION
RECEIVED
MAR 3 0 1961
NOTED-- ☐ ☑ ☐ ☐ ☐
CE AE ACE OOE

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Roseburg, Oregon
March 29, 1961

SUBJECT: Claim Roadside Imrpovement
Contract No. 5768
Grants Pass

To:

Tom Edwards
Construction Engineer
Salem, Oregon

Herewith claim received from Ernest Ferrante and Co., contractor, on the roadside improvement at Grants Pass, Contract 5768. This claim was received through the State Parks Superintendent and consists of four parts:

1. Payment for furnishing and placing 147 lineal feet of 2" electrical conduit at the price of $.95 per lineal feet. $139.65
2. Extra Cost because of water not being available from the State because it was turned out of the ditch. $784.69
3. Placing manual control valve for a drain of main sprinkler line for the sum of $28.50
4. Loss in the amount of $450.00 because "we were to deliver ground covers for planting but delayed do it".

Mr. Roberts report on this matter is enclosed.

I have approved actual extra cost to the contractor for the 2" conduit over the 1" specified. The claim in regard to irrigation wateris not believed to be anything other than the contractor's difficulty of operation. We did not garantee or specify any source of water and the irrigation water which we intended to use was turned out of the ditch about Oct. 10, which is the normal time. I recommend that this not be allowed.

The claim in regard to the drain valve is not proper in that it was not installed; and the last claim, in regard to the State's furnishing ground covers and delaying their delivery to the contractor, is not proper because the plans or specification do not make it a provisions for the State to furnish them. The State got into this when the contractor was unable to obtain the plants from a commercial source, and the State furnished then to him.

The extra for the electrical conduit is included in the semi-final; the others have not been.

REFERRED 3/30
TO Klabel
FOR Contact landscape &
R/D reply
ACTION TAKEN

L. R. Chandler
Ass't Division Engineer

LWC:by

L. H. [redacted]

NOTE: Please be advised that this letter is in reply to inquiry from Mr. Mark H. Astrup, State Parks Superintendent, written February 15, 1961.

FORM E 30 50M 11 58 15890

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Grants Pass, Oregon
March 14, 1961

SUBJECT: **Claim**
Roadside Improvement
Contract No. 5768
Grants Pass

To: Mr. L. R. Chandler
Ass't Division Engineer
Roseburg, Oregon

We are submitting the following data in answer to Mr. Ernest Ferrante's letter in regard to extra cost on the North Grants Pass "M" Street Roadside Improvement Project, Contract No. 5768.

1. Plans provided that control wires for irrigation system be placed in a 1-inch electrical conduit under the structures at 7th Street and Scoville Road. The contractor was unable to get all the wires through a 1-inch conduit at Scoville road and found it necessary to use a 2-inch conduit. From information that I have the cost of 1-inch conduit was $41.40 per hundred feet and the cost of 2-inch conduit was $86.28 per hundred feet, or a difference of $0.4488 per foot.

I would recommend that they be paid for the larger size of pipe at the above price, but not at $0.95 per foot.

2. Irrigation water was turned out of the irrigation ditch which serves as a source of supply for the irrigation system installed by Ernest Ferrante and Co. about October 10, 1960. They were forced to rent a water tank to provide water for tree and shrub planting.

Our record of the time spent on this work amounts to a total of 38 man hours. The bill from the City of Grants Pass amounted to $4.50 and one months rent on the tank was $50.00.

We estimate the net cost of this work was as follows:

38 Man Hours at $2.75 per hr.	$ 104.50
Estimated Ins. 10%	10.45
Water purchased from City of Grants Pass	4.50
Rent of Water Tank	50.00
	169.45
Contractors Per cent (15%)	25.42
Total Estimated Cost	$194.87

The fact that the water was turned out of the irrigation on or about its normal time does seem to me to be the responsibility of the State.

Claim on Roadside Improvement Continued.

3. The contractor was asked to place a drain valve in the main irrigation pipe line. This was not done.

4. The plans and specifications make no provision for the State to furnish ground covers for the planting.

During the week from October 17, 1960 to October 21, 1960, the contractor planted approximately 1,362 shrubs and/or vines or an average of 272 per day, and for the week from October 24, 1960 to October 28, 1960, the contractor planted approximately 1,638 shrubs and/or vines, or an average of 328 per day.

During these same two weeks shrubs and vines were planted on contract #5772 by Ernest Ferrante and Company.

E Roberts

Glenn E. Roberts
Resident Engineer

REFERRED TO Astrup
By State Highway Engineer

ERNEST FERRANTE & CO.
ESTABLISHED 1926
GENERAL CONTRACTOR
Installers of Waterlines, Irrigation Systems
and Lawn Sprinkling Systems

3908 S.E. BYBEE BLVD. PHONE PR. 1-3176 PORTLAND 2, OREGON

Febuary 10, 1961

Oregon State Highway Department
C/o Mr. Williams Director of Highways
Department of Highways
Salem, Oregon

Re: North 'M' Street Roadside Improvement , Grants Pass, Oregon , Contract # 5768

Gentlemen:

We are sending a claim for which we would like you to review, and to give it your full consideration. Our frim has had a loss of $3192.52 for work that h as been performed

Following is a list of work which we feel that is intitle to us.

[illegible] 2" [illegible] Cost of laying 1" [illegible] too small?

1. Placing and furnishing 147 linal feet of 2 inch electrical conduit under bridge structure . An extra from item #9 of the contract, of 95¢ per linal foot an excess amount of $139.65

No source of water furnished them by the Commission etc

2. Water not being available from State source of supply. This water was needed for the planting of shrubs
216 General labor hours at $2.75 per hour , Rentals of water tank for thesum of $50.26 Paying of water bill to the City of Grants Pass of $4.25. Plus 10% for overhead and 10% for profit at a total of......................$784.69 ✓

3. Placing a manual control valve for a drain of main sprinkler line for the sum of ....$ 28.50

Question was [illegible]

4. We were to receive State furnished ground covers for the planting, but were delayed in shipment, and production of the week of 10/17/60 to 10/21/60 at a cost of $910.50 plus the week of 10/24/60 to 10/28/60 at a cost of $758.08, also a living expense of $9.00 per day per man, in which their were 5 men at $45.00 per day; for 10 days at a cost of $450.00.

We shall appreciate you to give theis your upmost consideration, and shall be looking forward to call upon your office in the near future.

Yours truly,

Ernest Ferrante

Ernest Ferrante

RECEIVED
FEB 1_ 1961
OREGON
STATE HIGHWAY COMMISSION

RECEIVED

Rf:

RECEIVED
MAR 20 1961
FOR FILING

I-5-1(21)56

5768

March 17, 1961

Mr. Ernest Ferrante
Ernest Ferrante & Co.
3908 S. E. Bybee Blvd.
Portland 2, Oregon

Dear Mr. Ferrante:

After receiving your telephone call and checking as to what happened I find that on February 15 Mr. Mark H. Astrup, State Parks Superintendent, sent you the following letter:

> "This will acknowledge receipt of your claim against Contract No. 5768. We have forwarded this to the Division Engineer in Roseburg for the necessary action."

Your claim was sent to Mr. F. D. Morgan, our Division Engineer in Roseburg, on the same date. By means of a copy of this letter I am asking Mr. Morgan to do whatever he can to expedite the settling of your claim.

Very truly yours,

W. C. Williams
State Highway Engineer

cc Mr. F. D. Morgan

RECEIVED
FEB 17 1961
FOR FILING

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY

I-5-1(21) 56
5768

REFERRED TO
Cooper

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

February 15, 1961

Mr. Ernest Ferrante
Ernest Ferrante & Co.
3908 S. E. Bybee Blvd.
Portland 2, Oregon

Dear Mr. Ferrante:

This will acknowledge receipt of your claim against Contract No. 5768. We have forwarded this to the Division Engineer in Roseburg for the necessary action.

Very truly yours,

Mark H Astrup
Mark H. Astrup
State Parks Superintendent

MHA vjl
cc Mr. W. C. Williams ✓
Mr. F. D. Morgan

NOTED

RECEIVED
FEB 15 1961
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
FEB 17 1961
FOR FILING

I-5-1(21) 56

5768

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 15, 1961

6444

SUBJECT: Claim -
Roadside Improvement
Contract No. 5768
Grants Pass

To:
Mr. F. D. Morgan
Division Engineer
Roseburg

There is attached for your action a claim by Ernest Ferrante & Co., contractor on the subject contract, and erroneously sent to this office.

Will you please take the necessary action, notifying us if we can be of assistance.

Mark H. Astrup
State Parks Superintendent

MHA vjl
Enc. Letter

cc Mr. W. C. Williams ✓

ERNEST FERRANTE & CO.
ESTABLISHED 1926
GENERAL CONTRACTOR
Installers of Waterlines, Irrigation Systems
and Lawn Sprinkling Systems

3908 S.E. BYBEE BLVD. PHONE PR. 1-3176 PORTLAND 2, OREGON

REFERRED TO [illegible]
State Highway Engineer

Febuary 10, 1961

Oregon State Highway Department
C/o Mr. Williams Director of Highways
Department of Highways
Salem, Oregon

Re: North 'M' Street Roadside Improvement , Grants Pass, Oregon , Contract # 5768

Gentlemen:

We are sending a claim for which we would like you to review, and to give it your full consideration. Our frim has had a loss of $3192.52 for work that h as been performed

Following is a list of work which we feel that is intitle to us.

1. Placing and furnishing 147 linal feet of 2 inch electrical conduit under bridge structure . An extra from item #9 of the contract, of 95¢ per linal foot an excess amount of $139.65

2. Water not being available from State source of supply. This water was needed for the planting of shrubs
216 General labor hours at $2.75 per hour , Rentals of water tank for the sum of $50.26 Paying of water bill to the City of Grants Pass of $4.25. Plus 10% for overhead and 10% for profit at a total of.......................$784.69

3. Placing a manual control valve for a drain of main sprinkler line for the sum of ....$ 28.50

4. We were to receive State furnished ground covers for the planting. but were delayed in shipment, and production of the week of 10/17/60 to 10/21/60 at a cost of $910.50 plus the week of 10/24/60 to 10/28/60 at a cost of $758.08, also a living expense of $9.00 per day per man, in which their were 5 men at $45.00 per day; for 10 days at a cost of $450.00.

We shall appreciate you to give theis your upmost consideration, and shall be looking forward to call upon your office in the near future.

Yours truly,

Ernest Ferrante

Rf:

RECEIVED
OREGON
STATE HIGHWAY DEPARTMENT

RECEIVED
DEC 19 1960
FOR FILING

1-5-1(21)56

5768

December 16, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on November 28, 1960, on Contract No. 5768, North Grants Pass-"M" St. (Roadside Improvement) Section, in Josephine County, in connection with Federal Aid Project No. I-5-1(21)56.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

DBP:lt
cc: C. G. Swenson

RECEIVED
DEC 19 1960
FOR FILING
I-5-1(21)56
5768

December 15, 1960

1545

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This letter refers to FAI Project I-5-1(21)56, our Contract No. 5768, N. Grants Pass-"M" Street Roadside Improvement Project, Ernest Ferrante & Co., Contractors.

Replying to your inquiry concerning the complaint of the Medford plumber's union that our contractor was not paying plumbers rates of pay for such work in installing an irrigation system, we find that the payrolls now submitted and filed with you indicate the following:

Mario Ferrante was employed as a plumber for 42 hours during the week of September 12 to September 17, 1960 and for 40 hours during the period of September 19 to September 23, at a rate of $3.80 per hour and subsequently received an additional $0.10 per hour for those 82 hours; making his actual rate of hourly pay $3.90, which is reportedly in accord with the union scale in that area.

We regret our delay in answering your inquiry, but trust that the data herewith will clarify the situation satisfactorily.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

VO'N: lt

FORM CD-121
(9-22-59)

UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
408 State Highway Engineer
Salem, Oregon

TO : Mr. W. C. Williams, State Highway Engineer
Salem, Oregon

DATE: November 18, 1960

FROM : C. G. Polk, Division Engineer
08-35.4-DB Salem, Oregon

CGPolk

SUBJECT: North Grants Pass - "M" Street Section of the Pacific Highway
Ernest Ferrente & Co., Portland, Oregon

On September 29, 1960 we requested that you investigate an alleged labor violation on the above mentioned project. As of this date we have not received any report on your findings. Will you please inform us as to what progress you have made in the investigation of this matter.

According to our records work was started on this project on August 23, 1960. We have received only one payroll report for this project and that was for the period ending August 26, 1960. Has the contractor been submitting his payrolls as required? If he has would you have them submitted to this office as promptly as feasible.

Please checking this

12/14/60
[illegible]

Perfor.

[illegible]

NOTED

FORM CD-121
(9-22-59)

UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

TO : Mr. W. C. Williams, State Highway Engineer
Salem, Oregon

DATE: September 29, 1960

PLEASE RETURN TO
FORREST C

G Polk

FROM : C. G. Polk, Division Engineer
08-35.4-DB Salem, Oregon

SUBJECT: North Grants Pass-"M" Street Section of the Pacific Highway
Project I-5-1(21)56
Ernest Ferrante & Co., Portland, Oregon

Transmitted herewith is a copy of a letter received from Mr. George E. Beltz, Secretary of Local Union 418, United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada. Mr. Beltz alleges that the wage reports for the above project and FAP #U-131(21) which were examined by him did not show any classification for pipefitters or plumbers although considerable pipework has been completed.

In view of these allegations we respectfully request that you investigate this matter and submit a report of your findings at your earliest convenience.

Attachment

RECEIVED
SEP 30 1960
OFFICE OF
STATE HIGHWAY ENGINEER

UNITED ASSOCIATION

of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada

crafts
Curtis
Dodd
O'Neill

LOCAL UNION 418 . CITY Medford . STATE Ore. DATE 9-20 19 [illegible]

Mr. Madison R. Smith
3[illegible] Old Court House
[illegible] SW Morrison St.
Portland, Ore.

Dear Mr. Smith:

I need some information regarding two jobs in the Grants Pass area in Josephine County. Both are readside improvement projects. One is on Redwood Hiway Junction Section of the Pacific Hiway, South of Grants Pass. FAP #U-131 (21). Contractor Ernest Ferrante & Co., Portland, Ore. The other is a similar job at the north end of 6th & 7th street interchange with the new freeway. I-5-1(21)56 The contracter here also is Ernest Ferrante & Company, Portland. The job number I do not have.

It seems these jobs are being run by four sons of Ernest Ferrante, one of whom told me he (Ron) was the foreman. Another informed me that he (Bill) was a pipefitter. They also have a number of other laberers employed.

Checking their wage reports in the Hiway Office, I found all employees classified as general laborers, including Bill, receiving wages of $2.00 per hour, save one who was classified as trenching machine operater. There were no pipefitters or plumbers listed on any of the sheets shown to me, although a considerable amount of pipework had already been completed on the north end project. It is evident the men are receiving the pre-determined rate for the classification given them, but they are also performing the work of a journeyman plumber, whose rate of pay they do not receive.

Is this type of loophole performance condoned and protected by the Law?

Thank you for any help or information you can give me.

Very truly yours

George E. Belts
Secretary

Form E-1—(Rev.)—

1-5-1(21)46

#5,69

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending December 3, 1960

Section North Grants Pass - "M" Street

Highway Pacific County Josephine

Contractor Ernest Ferrante & Co.

Date of contract August 8, 1960

Date work started August 23, 1960

Project authorization $ 26,295.84

Exclusive of engineering $ 24,425.91

Kind of work Roadside Improvement

Section prefix 617-1049

Contract number 5768

Specified work days 92

Work days used 68

Per cent of time elapsed 73.9 %

Estimated cost of completed project, exclusive of engineering $ 22,242.52

Estimated per cent XXXXXXX underrun 8.3 %

Per cent of contract completed, based on estimated cost 92.0 %

Engineering authorization $ 1,869.93

Engineering cost to date $ 1,814.63, 97.0 %

Date project was completed November 28, 1960 (Without Replacement Planting)

Semi-final Estimate will be submitted after anticipated replanting is completed

ESTIMATED PER CENT COMPLETE

CLEARING	DRAINAGE	GRADING	Entire Project	BASE	OIL AND/OR PAVE.	MAT'L PROD.
			100			

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, etc.:

Contractor completed project and removed his equipment November28, 1960, and will return in the spring to replace all dead plants.

It is estimated that 50% of the St. Johnwort vines are unhealthy and will require replacing.

Only activity this week was the patching of approach road at the State Highway approach road.

Noted
M. N. Juve

NOTED
JOHN R. OAKES

NOTED
C. E. PAULSEN

Signed E. Roberts

Address P. O. Box 306, Grants Pass, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing

Est. Workdays Remaining	24	24			24
	Trees ~~GRADING~~	Vines & ~~SURFACING~~ Shrubs	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	Irrigation System
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities (contract)	160	17,450			100%
Total quantities corrected to date	154	13,739			100%
Estimated quantities moved or placed to date	154	10,941			98%
Average daily quantities	None	None			None
Average daily quantities necessary to complete project on time					1%
Number shifts per day		1			
Hours per shift		8			
Average force on project for week		2			

Men 2

Supervision

Men and trucks under 3 tons

Men and trucks over 3 tons

Men and tractors

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Compaction rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Showers		
Monday	Cloudy		
Tuesday	Overcast		
Wednesday	Cloudy		
Thursday	Rain		
Friday	Overcast		
Saturday			

Form E-1—(Rev.)—

1-5-P(20) : 6
1,164

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending **November 26**, 19**60**

Section **North Grants Pass- "M" Street**
Kind of work **RoadsideIMprovement**
Highway **Pacific** County **Josephine**
Section prefix **617 - 1049**
Contractor **Ernest Ferrante and Co.**
Contract number **5768**
Date of contract **August 8**, 19**60**
Specified work days **92**
Date work started **August 28**, 19**60**
Work days used **67**
Project authorization . . . . . $ **26,295.84**
Exclusive of engineering . . . . $ **24,425.91**
Per cent of time elapsed **72.8** %
Estimated cost of completed project, exclusive of engineering . . $ **24,425.91**
Estimated per cent overrun or underrun . . . **None** %
Per cent of contract completed, based on estimated cost . . . **95** %
Engineering authorization . . . . $ **1,869.93**
Engineering cost to date $ **1,450.00**, **77.5** %
Date project was completed ...., 19....

ESTIMATED PER CENT COMPLETE

CLEARING	DRAINAGE	GRADING	STRUCTURES Entire project	BASE	OIL AND/OR PAVE.	MAT'L PROD.
			96%			

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, etc.:

Contractor completed all planting, mulching and general cleanup of project this week. Moved equipment from job Wednesday.

R. E. Olson & E. A. Meola made final inspection Wednesday.

Estimated date of completion, December 3, 1960.

CONSTRUCTION DIVISION
RECEIVED
NOV 29 1960
NOTED

Const. Dept.

CK

NOTED

Signed Glenn E. Roberts by Ronald J. Bryan

Address **P. O. Box 306, Grants Pass, Oregon**

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing

	Trees	Vines and Shrubs	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	Irrigation System
Est. no. workdays remaining	25	25			
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities (contract)	160	17,450			100%
Total quantities corrected to date	154	13,739			100%
Estimated quantities moved or placed to date	154	13,239			95%
Average daily quantities Past week	0	407			None
Average daily quantities necessary to complete project on time	0	0			1%
Number shifts per day		1			
Hours per shift		8			
Average force on project for week		5			

Men 4

Supervision

Men and trucks under 3 tons 1

Men and trucks over 3 tons

Men and tractors

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Compaction rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Scattered Showers		
Monday	Cloudy		
Tuesday	Cloudy		
Wednesday	Rain		
Thursday	Rain	8	Holiday
Friday	Rain & Wet Snow		Slush conditions prevented any activity.
Saturday			

RECEIVED
1960

FOR FILING
1-5-1 (21) 56
5768

408 State Highway Engineer
Salem, Oregon

Mr. W. C. Williams, State Highway Engineer
Salem, Oregon

November 18, 1960

#5768

C. G. Polk, Division Engineer
08-35.4-DB Salem, Oregon

North Grants Pass - "M" Street Section of the Pacific Highway
Ernest Ferrente & Co., Portland, Oregon

On September 29, 1960 we requested that you investigate an alleged labor violation on the above mentioned project. As of this date we have not received any report on your findings. Will you please inform us as to what progress you have made in the investigation of this matter.

According to our records work was started on this project on August 23, 1960. We have received only one payroll report for this project and that was for the period ending August 26, 1960. Has the contractor been submitting his payrolls as required? If he has would you have them submitted to this office as promptly as feasible.

orig. to Porter

RECEIVED
OCT 1960
FOR FILING

1-5-1(21)56

5768

Mr. W. C. Williams, State Highway Engineer
Salem, Oregon

September 29, 1960

C. G. Polk, Division Engineer
08-35.4-DB Salem, Oregon

North Grants Pass-"M" Street Section of the Pacific Highway
Project I-5-1(21)56
Ernest Ferrante & Co., Portland, Oregon

Transmitted herewith is a copy of a letter received from Mr. George E. Beltz, Secretary of Local Union 418, United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada. Mr. Beltz alleges that the wage reports for the above project and FAP #U-131(21) which were examined by him did not show any classification for pipefitters or plumbers although considerable pipework has been completed.

In view of these allegations we respectfully request that you investigate this matter and submit a report of your findings at your earliest convenience.

Attachment

Orig referred to Mr. Carter

NOTED
[illegible]

UNITED ASSOCIATION
of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada

T. Dodd
O'Neil

LOCAL UNION 418, CITY Medford, STATE Ore., DATE 9-20 19 [illegible]

Mr. Madison R. Smith
31[illegible] Old Court House
[illegible]20 SW Morrison St.
Portland, Ore.

Dear Mr. Smith:

I need some information regarding two jobs in the Grants Pass area in Josephine County. Both are readside improvement projects. One is on Redwood Hiway Junction Section of the Pacific Hiway, South of Grants Pass. FAP #U-131 (21). Contractor Ernest Ferrante & Co., Portland, Ore. The other is a similar job at the north end of 6th & 7th street interchange with the new Freeway. The contractor here also is Ernest Ferrante & Company, Portland. The job number I do not have. I-5-1(21)5[illegible]

It seems these jobs are being run by four sons of Ernest Ferrante, one of whom told me he (Ron) was the foreman. Another informed me that he (Bill) was a pipefitter. They also have a number of other laborers employed.

Checking their wage reports in the Hiway Office, I found all employees classified as general laborers, including Bill, receiving wages of $2.80 per hour, save one who was classified as trenching machine operator. There were no pipefitters or plumbers listed on any of the sheets shown to me, although a considerable amount of pipework had already been completed on the north end project. It is evident the men are receiving the pre-determined [illegible] for the classification given them, but they are also performing the work of a journeyman plumber, whose rate of pay they do not receive.

Is this type of loophole performance condoned and protected by the Law?

Thank you for any help or information you can give me.

Very truly yours

George E. Boltz
Secretary

RECEIVED
AUG 31 1960
FOR FILING

I-5-1(21)56

5768

August 30, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 1 covering the State's share of flagging costs on the North Grants Pass-"H" St. Section of the Pacific Highway in Josephine County, Contract No. 5768, in connection with Federal Aid Project No. I-5-1(21)56.

Very truly yours,

W. C. Williams
State Highway Engineer

By

J. A. Hardie
Asst. Office Engineer

DBP:sw

Encl.

8

RECEIVED
UG 24 1960
FOR FILING
1-5-1 (21) 56
5768

August 24, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was started on August 23, 1960, on Contract No. 5768, North Grants Pass-"M" Street Section, in Josephine County, in connection with Federal Aid Project No. I-5-1(21)56.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

DBP:jb

RECEIVED
AUG 21 1960
FOR FILING

8/12/

5768

8-22-60 B

Monthly Transaction No.

Project Report No.
1-5-1 (21) 56

5768

Form .4-2
(5-20-57)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

FEDERAL-AID PROJECT AGREEMENT

State
Oregon

County
Jackson

Project No.
I-5-1(21)56

The State, through its Highway Department, having complied with the terms and conditions set forth in the Federal-Aid Road Act, approved July 11, 1916 (39 Stat. 355), as amended and supplemented, and in the Regulations issued pursuant thereto by the Secretary of Commerce, relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein.

Project termini

U.S. 99 0.5 mi. N. of Grants Pass 2.7 mi. S.
(North Grants Pass- "K" Street Section)

Project classification or class of work	Effective date of authorization	Approximate length
Highway planning		
Preliminary engineering		
Rights-of-Way		
Construction	7-8-60	0.5
Other *(Specify)*		

FUNDS

Estimated total cost of project
$ **25,711**

Federal funds
$ **23,000**

The State further stipulates that pursuant to said Act and Regulations, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By

State Highway Engineer
(title)

By

(title)

By

(title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

~~XX~~ **C. C. Polk**
Division Engineer

By: R C Wright
R. C. Wright
Administrative Manager

Date executed by Division Engineer **August 22, 1960**

USComm-DC 11169

August 17, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding two copies of project agreement, signed by the Highway Commission, for the North Grants Pass-"H" Street Section, Project No. I-5-1(21)56.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

RNC:bb

August 10, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding four copies of estimate as a basis for project agreement for the North Grants Pass-"F" Street Section, Project No. I-5-1(21)56.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

RNC:sw

Oregon State Highway Department

Federal Aid
Project No. I-5-1(21)56

NORTH GRANTS PASS-"F" STREET SECTION OF THE PACIFIC HIGHWAY IN JOSEPHINE COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, August 10, 1960

Type Code Y005
Roadside Improvement (Sta. 1202+00 to Sta. 1214+50)(Sta. 134+90 to Sta. 168+00)
(Contract No. 5763)

Tractor and Dozer	16 hours	$ 13.00	$ 208.00
Blade Grader	32 hours	13.00	416.00
Furnishing and Planting Trees	160 only	10.00	1,600.00
Furnishing and Planting Shrubs	950 only	3.50	3,325.00
Furnishing and Planting Vines	16,500 only	0.32	5,280.00
Seeding Roadside Area	2 acres	200.00	400.00
Organic Fertilizer, 5-3-2	48 cwt.	5.00	240.00
Sawdust	70 units	15.00	1,050.00
1-inch Electrical Conduit	400 lin.ft.	1.10	440.00
1/2-inch Galvanized Steel Pipe	1,800 lin.ft.	0.49	882.00
3/4-inch Galvanized Steel Pipe	1,000 lin.ft.	0.60	600.00
1-inch Galvanized Steel Pipe	740 lin.ft.	0.78	577.20
1 1/4-inch Galvanized Steel Pipe	400 lin.ft.	1.05	420.00
1 1/2-inch Galvanized Steel Pipe	540 lin.ft.	1.13	610.20
2-inch Galvanized Steel Pipe	460 lin.ft.	1.41	648.60
2 1/2-inch Galvanized Steel Pipe	750 lin.ft.	1.65	1,237.50
3-inch Galvanized Steel Pipe	240 lin.ft.	2.40	576.00
4-inch Galvanized Steel Pipe	550 lin.ft.	2.90	1,595.00
1-inch Automatic Section Control Valves	1 only	25.00	25.00
1 1/2-inch Automatic Section Control Valves	6 only	30.00	180.00
2-inch Automatic Section Control Valves	5 only	42.00	210.00
3/4-inch Gate Valves	1 only	3.05	3.05
1-inch Gate Valves	1 only	3.73	3.73
1/2-inch Drain Valves	24 only	5.00	120.00
Shrubbery Heads	240 only	2.00	480.00
12 Section Automatic Sprinkler Controller	All Required		2,100.00
Control Valves Markers	12 only	3.90	46.80
			$23,274.08
Flagging (57 1/2% of Contractor's Cost)	All Required		100.00
	Subtotal		$23,374.08
	10% Engr. & Cont.		2,336.92
	Total		$25,711.00

Length of Project . . . . 0.485 Mile
Cost of Project Per Mile. $53,012.37

Federal Funds -	$23,000.00
State Funds -	2,711.00
	$25,711.00

State Funds for Const: Chap. 175, laws 1917; Chap. 31, laws 1920;
Chap. 529, laws 1939

State Funds for Maint: Chap. 529, laws 1939

Oregon State Highway Department

Federal Aid
Project No. I-5-1(21)56

NORTH GRANTS PASS-"M" STREET SECTION OF THE PACIFIC HIGHWAY IN JOSEPHINE COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, June 29, 1960

Type Code Y005
Roadside Improvement (Sta. 1202+00 to Sta. 1214+50)(Sta. 154+90 to Sta. 168+00)

Tractor and Dozer	16	hours	$14.00	$ 224.00
Blade Grader	32	hours	15.00	480.00
Furnishing and Planting Trees	160	only	9.00	1,440.00
Furnishing and Planting Shrubs	950	only	4.00	3,800.00
Furnishing and Planting Vines	16,500	only	0.40	6,600.00
Seeding Roadside Area	2	acres	300.00	600.00
Organic Fertilizer, 5-3-2	48	cwt.	5.00	240.00
Sawdust	70	units	15.00	1,050.00
1-inch Electrical Conduit	400	lin. ft.	1.00	400.00
1/2-inch Galvanized Steel Pipe	1,800	lin. ft.	0.56	1,008.00
3/4-inch Galvanized Steel Pipe	1,000	lin. ft.	0.66	660.00
1-inch Galvanized Steel Pipe	740	lin. ft.	0.80	592.00
1¼-inch Galvanized Steel Pipe	400	lin. ft.	0.92	368.00
1½-inch Galvanized Steel Pipe	540	lin. ft.	1.04	561.60
2-inch Galvanized Steel Pipe	460	lin. ft.	1.31	602.60
2½-inch Galvanized Steel Pipe	750	lin. ft.	1.75	1,312.50
3-inch Galvanized Steel Pipe	240	lin. ft.	2.50	600.00
4-inch Galvanized Steel Pipe	550	lin. ft.	3.25	1,787.50
1-inch Automatic Section Control Valves	1	only	52.00	52.00
1½-inch Automatic Section Control Valves	6	only	60.00	360.00
2-inch Automatic Section Control Valves	5	only	80.00	400.00
3/4-inch Gate Valves	1	only	7.50	7.50
1-inch Gate Valves	1	only	10.00	10.00
1/2-inch Drain Valves	24	Only	12.25	294.00
Shrubbery Heads	240	only	2.00	480.00
12 Section Automatic Sprinkler Controller	All	Required		465.00
Control Valves Markers	12	only	3.00	36.00
				$ 24,430.70
Flagging (57½% of Contractor's Cost)	All	Required		100.00
	Subtotal			$ 24,530.70
	10% Engr. & Cont.			2,452.30
			Total	$ 26,983.00

Length of Project - - - - - - - - 0.485 Mile
Cost of Project Per Mile- - - - $55,635.05

Federal Funds -	$ 24,000.00
State Funds -	2,983.00
	$ 26,983.00

RECEIVED
FORM E-120
[illegible] 1960
FOR FILING

B

1-5-1 (21) 56
5768

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

August 19, 1960

Ernest Ferrante & Co.,
3908 SE Bybee Street
Portland
Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission:

> Contract #5768, awarded August 8, 1960, for roadside improvement on the North Grants Pass-"M" Street Section of Pacific Highway in Josephine County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

de
Encl.

RECEIVED
1960
FOR FILING

I-5-1(21)56

5768

Mr. W. C. Williams, State Highway Engineer
Salem, Oregon

August 9, 1960

C. G. Polk, Division Engineer
08-35.1 Salem, Oregon

Oregon Project I-5-1(21)56

As requested in your letter of today advising that all rights-of-way and rights-of-entry have been acquired for Oregon Project I-5-1(21)56, Grants Pass-"M" St. Section of the Pacific Highway in Josephine County we hereby concur, as of this date, in award of Contract No., 5768 to Ernest Ferrante & Co., of Portland, Oregon, low bidder in the amount of $23,274.08 at the July 28, 1960 bid opening.

NOTED
[illegible]

RECEIVED
AUG 9 - 1960
FOR FILING

I-5-1(21)56

5768

A

August 9, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Your concurrence as of August 8, 1960 is requested in the award of contract for roadside improvement on the Grants Pass-"M" St. Section of the Pacific Highway in Josephine County, Project No. I-5-1(21)56, to Ernest Ferranto & Co. on the basis of the bid of $23,274.08 submitted on July 28, 1960.

All rights of entry required and access rights for this contract are acquired and the sworn statement having to do with free competitive bidding has been received.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

RLP:sw

RECEIVED

FOR [illegible]

I-5-1(21)56

5768

5

When replying, refer to
08-35.4-DB

408 State Highway Building
Salem, Oregon

July 6, 1960

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Dear Sir:

We have today approved the P. S. and E. documents for Oregon Project I-5-1(21)56, Roadside Improvement on the Grants Pass-"M" Street Section of the Pacific Highway.

This is to authorize your advertising for bids.

Very truly yours,

C. G. Polk,
Division Engineer

Porter

I-80N-7 Pleasant Valley-Hill Cr. Sec., 1960
(8)316 Old Oregon Trail Hwy., (Grad. &
#5769 Paving) Folder # 1

RECEIVED
JAN 30 1962
FOR FILING
[illegible]

5769

January 29, 1962

Mr. W. H. Moore
Box 294
Baker, Oregon

Dear Mr. Moore:

This is to acknowledge receipt of your letter of January 18, and attached statement stating that Keystone Construction Company, Inc. owes you $200 for equipment rental on Interstate Highway No. 30, Contract No. 5767. We assume that this is in reference to the Keystone Construction Company Inc. Contract No. 5769, grading and paving the Pleasant Valley-Hill Creek Section on the Old Oregon Trail Highway in Baker County. Our Construction Division informs us that this contract is approximately 81% complete.

The American Insurance Company through Cole, Clark and Cunningham, Inc., 222 SW Fourth Avenue, Portland 4, furnished the performance bond which is given to assure completion of the contract and payment of all bills incurred in it. The State does not make payment of claims, but looks to the prime contractor and surety for such payment.

If you wish to protect your claim under the bond, the claim should be filed with the Secretary of State within six months after the contract has been accepted by the Highway Commission. Attached are excerpts from the Oregon Laws outlining the filing procedure.

In the interim, this information will be noted in our records and we will advise the surety and the contractor of the receipt of your letter.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

Encl.

hl

NOTED ON CARD
Ac

January 29, 1962

American Insurance Company
McLaughlin Building
1220 S. W. Columbia
Portland 1, Oregon

Gentlemen:

A letter dated January 18, has been received from R. H. Moore, Box 294, Baker, advising that Keystone Construction Company, Inc. owes him $200 for equipment rental on Interstate Highway No. 30, Contract No. 5767.

This appears to be in reference to Keystone Construction Company, Inc. Contract No. 5769.

Grading and paving the Pleasant Valley-Hill Creek Section on the Old Oregon Trail Highway in Baker County.

We provide this information as your company appears as surety on the performance bond furnished on this contract.

Very truly yours,

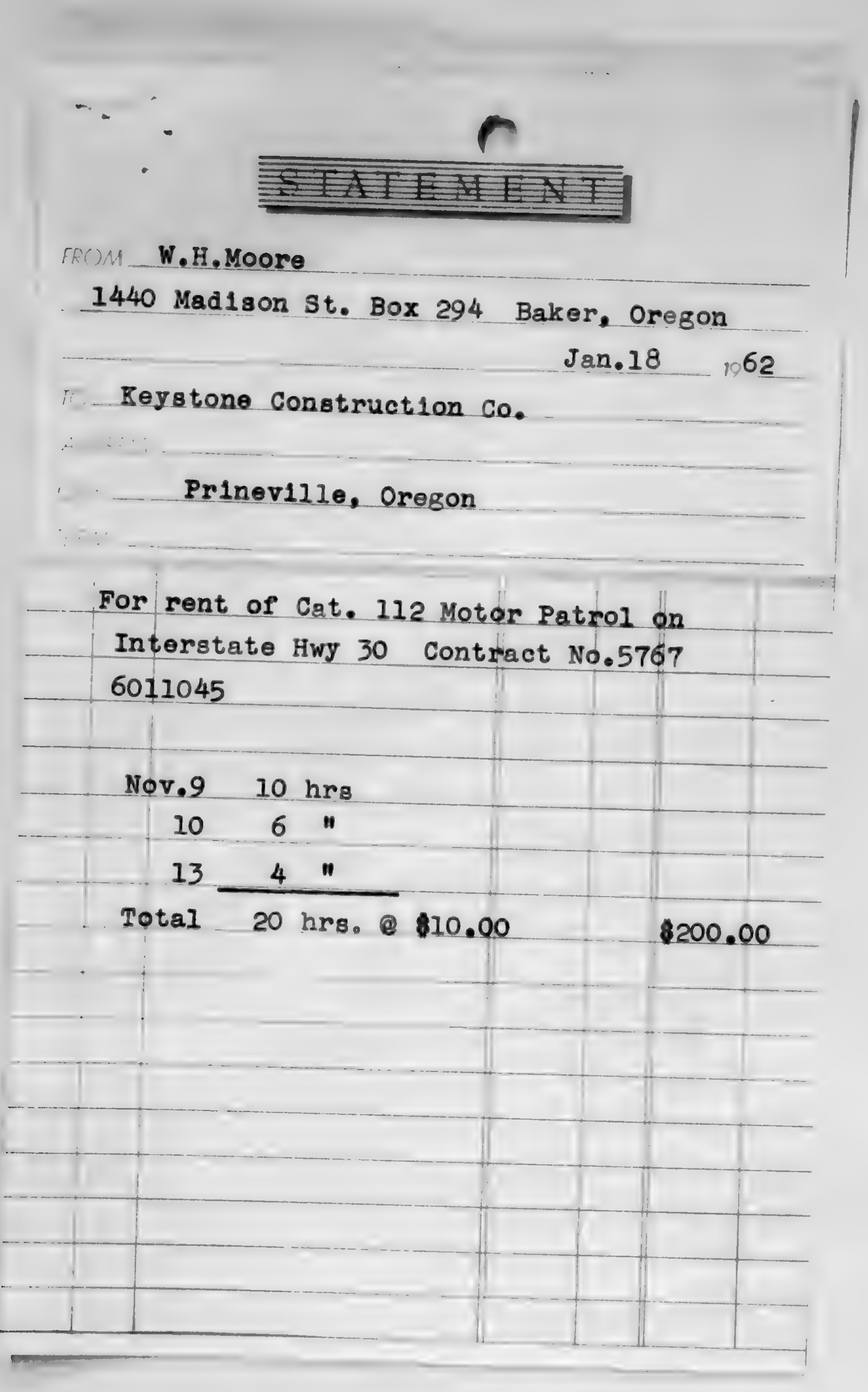
Secretary
OREGON STATE HIGHWAY COMMISSION

cc: Cole, Clark & Cunningham, Inc.
222 S.W. Fourth Avenue
Portland 4, Oregon

Keystone Construction Co., Inc.
P. O. Box 56
Prineville, Oregon

M. K. McIver
G. L. Jackson
Forrest Cooper

NOTED ON CARD
dc



STATEMENT

FROM W.H.Moore

1440 Madison St. Box 294 Baker, Oregon

Jan.18 1962

TO Keystone Construction Co.

Prineville, Oregon

For rent of Cat. 112 Motor Patrol on Interstate Hwy 30 Contract No.5767 6011045

Nov.9	10 hrs	
10	6 "	
13	4 "	
Total	20 hrs. @ $10.00	$200.00

Baker, Oregon
Jan.18,1962

Oregon State Highway Commission

Salem,Oregon

Dear Sirs:

I am enclosing a statement for equipment rental due from Keystone Construction Co. They simply ignore my monthly statements, and I need the money.At the time the motor patrol was rented to them the Super. said we would be paid right away .

Yours truly,
W. H. Moore.
Box 294
Baker, Oregon

Cc, please reply
FE

RECEIVED
JAN 24 1962
OREGON
STATE HIGHWAY COMMISSION

NOTED
FLOYD QUERY

RECEIVED
JAN 23 1962
FOR FILING
[illegible]
5769

January 23, 1962

Mr. Clarence D. Porter
Claims Adjuster
1221 Failing Bldg.,
Portland 4, Oregon

Dear Mr. Porter:

Enclosed is a copy of voucher covering the period of December 5, 1961 to January 5, 1962 on the Pleasant Valley-Hill Creek Section of the Old Oregon Trail Highway, Contract No. 5769.

There will be no payment on the Baker-Pleasant Valley Section, Contract 5604 for the period December 5, 1961 to January 5, 1962.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

CWT:mmb
Enc.

RECEIVED
JAN 22 1962
FOR FILING

[illegible]

5769

January 18, 1962

Mr. Clarence Porter, Adjuster
American Insurance Co.
1221 Failing Bldg.
Portland, Oregon

RE: Claim Against Bond - $223.64
Keystone Construction Co.
State Hwy. Contract No. 5769

Dear Sir:

As of November 24, 1961, we filed claim for traffic signs furnished in the sum of $223.64 against the bond taken from Keystone Const. Co., principal, and American Insurance Co., surety, for the work of grading and paving at the job location of Pleasant Valley-Hill Creek Sect., Old Oregon Trail Hwy., Baker County.

Our invoice dates from July 18, 1961 and payment has not been received. Unless payment has been received on or before February 10, 1962, we will be forced to institute action for collection.

Very truly yours,

TRAFFIC SAFETY SUPPLY CO.

RWNelson

R. W. Nelson
General Manager

RWN:er

cc: Mr. Floyd Query, Secty.
Oregon State Hwy. Comm.
Mr. Howell Appling, Secty of State
Keystone Const. Co.

RECEIVED
JAN 22 1962
OREGON
STATE HIGHWAY COMMISSION

NOTED
FLOYD QUERY

RECEIVED
JAN 17 1962
FOR [illegible]

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

I-CN [illegible]

5261

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

January 15, 1962

American Insurance Company
% Cole, Clark & Cunningham, Inc.
222 S. W. Fourth Avenue
Portland 4, Oregon

Gentlemen:

A claim letter has been received from Scott M. Kelley, Attorney at Law in Portland, on behalf of Automatic Welders and Rebuilders, Inc. advising that Keystone Construction Company, Inc. owes them $385.05 for tractor parts in connection with a highway project in Pleasant Valley near Baker.

We provide this information as your company appears as surety on the performance bond furnished with the following contracts on which Keystone Construction Company, Inc. is the prime contractor.

(1) Contract No. 5604, grading Baker-Pleasant Valley Section of the Old Oregon Trail in Baker County.

(2) Contract No. 5769, grading and paving Pleasant Valley-Hill Creek Section of the Old Oregon Trail in Baker County.

Mr. Kelley did not indicate in his letter if this claim applied to one or both contracts.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

cc: Cole, Clark & Cunningham, Inc.
Keystone Construction Co., Inc.
M. K. McIver
Glenn L. Jackson
Forrest Cooper

RECEIVED
JAN 16 1962
OFFICE OF
STATE HIGHWAY ENGINEER

January 15, 1962

Scott M. Kelley
Attorney at Law
Failing Building
Portland 4, Oregon

Dear Mr. Kelley:

This to acknowledge receipt of your letter of January 11, stating that Keystone Construction Company, Inc. owes your client, Automatic Welders and Rebuilders, Inc., $385.05 for tractor parts in connection with a highway job in Pleasant Valley near Baker.

The Keystone Construction Company, Inc. has two projects in Baker County described as follows:

(1) Contract No. 5604, grading Baker-Pleasant Valley Section of the Old Oregon Trail in Baker County. Project approximately 98% complete as of January 5, 1962.

(2) Contract No. 5769, grading and paving Pleasant Valley-Hill Creek Section of the Old Oregon Trail in Baker County. Project approximately 81% complete as of January 5, 1962.

The American Insurance Company through Cole, Clark and Cunningham, Inc., 222 S.W. Fourth Avenue, Portland 4, furnished the performance bond on each of the above contracts which is given to assure completion of the contracts and payment of all bills incured in them. The State does not make payment of claims but looks to the prime contractor and surety for payment. Contract payments are not with held by us unless requested by the surety or by our own department.

If your client wishes to protect this claim under the bond, the claim should be filed with the Secretary of State within six months after the contract has been accepted by the State Highway Commission.

You are no doubt, familiar with the procedure for the filing of a claim, however, for your ready reference we are attaching an excerpt from the Oregon Laws outlining the filing procedure.

In the meantime, this information will be noted in our records and we will advise the surety and the contractor of the receipt of your letter.

Very truly yours,

TED ON CARD

dc

Secretary,
OREGON STATE HIGHWAY COMMISSION

SCOTT M. KELLEY
ATTORNEY AT LAW
FAILING BUILDING
PORTLAND 4, OREGON
CAPITOL 7-6545

January 11,1962

Mr. Floyd Query
Secretary of Highway Commission
Salem, Oregon

#5609
#-769

Dear Mr. Query:

I was advised by the Portland Office to inquire of you as to the following problem:

My Client, Automatic Welders and Rebuilders, Inc., of Portland, Oregon, sold and delivered certain tractor parts to Keystone Construction Company, Inc., of Prineville, Oregon, in connection with a highway job which the latter was doing for the Highway Commission at Pleasant Valley near Baker, Oregon, last year.

The total amount of the sales to Keystone is $385.05 and nothing has been paid on this account, no protest has been received and Keystone just constantly ignores the statements of my Client.

Will you kindly advise me as to what can be done in connection with the relief provided by the bond of the contractor Keystone, which bond, I understand, is supposed to take care of such items in case the contractor does not.

I would appreciate your advise.

Yours very truly,

Scott M. Kelley

Cec, please reply
FQ

RECEIVED
JAN 1[illegible] 1962
OREGON
STATE HIGHWAY COMMISSION

SMK/pct

NOTED ON CARD
dc

RECEIVED
JAN 12 1962
FOR FILING

[illegible]

5769

January 12, 1962

Oregon Washington Powder Co.
P. O. Box 127
Clackamas, Oregon

Attention: Mr. S. W. Haberlach

Gentlemen:

This is to acknowledge receipt of your claim letter of January 9, in the amount of $2,636.43 for blasting caps and supplies furnished to Keystone Construction Co., Inc. Your letter states that this in reference to the Keystone Construction Co., Inc., Contract No. 5769 for grading and paving the Pleasant Valley-Hill Creek Section of the Old Oregon Trail Highway in Baker County.

This project was approximately 81 percent complete as of January 5. The American Insurance Company, through Cole, Clark & Cunningham, Inc., 222 S. W. 4th Ave., Portland 4, furnished the performance bond, which is given to assure completion of the contract and payment of all bills incurred in it.

So that there will be no misinterpretation of the law, we are forwarding your claim letter to the Secretary of State for filing. In the meantime, this information will be noted in our records and we will advise the surety and the contractor of the receipt of your letter.

Yours very truly,

Secretary
OREGON STATE HIGHWAY COMMISSION

CWH:fp

NOTED ON CARD
de

R. B. HABERLACH
CLACKAMAS, OREGON

S. W. HABERLACH
RESIDENCE TELEPHONE SUNSET 3608
3234 S. E. CRYSTAL SPRINGS BLVD.
PORTLAND 2, OREGON

OREGON WASHINGTON POWDER CO.
DISTRIBUTORS
CHEMICALS ATLAS EXPLOSIVES
TELEPHONE OREGON CITY 5453 & EV. 1-8535
P. O. BOX 127 CLACKAMAS, OREGON

January 9, 1962

State of Oregon
State Highway Department
Salem, Oregon

#5769

Gentlemen:

Notice hereby is given that the undersigned, Oregon-Washington Powder Co., has a claim for blasting caps and supplies furnished amounting to $2636.83, against Keystone Construction Co. of Prineville, Oregon on their Baker County job, Pleasant Valley-Hill Creek Section of the Old Oregon Trail Highway, about 15 miles southeast of Baker. Federal Aid Interstate Highway Project No. I-80N-7(6) 316. 2.60 miles grading and paving.

Very truly yours,

OREGON-WASHINGTON POWDER CO.

By; S W Haberlach
S. W. Haberlach

SWH/hn

RECEIVED
JAN 10 1962
OREGON
STATE HIGHWAY COMMISSION

2

RECEIVED
JAN 12 1962
FOR FILING

[illegible]

5769

January 12, 1962

American Insurance Company
McLaughlin Building
1220 S. W. Columbia
Portland 1, Oregon

Gentlemen:

A claim letter dated January 9 has been received from Oregon Washington Powder Co., Clackamas, advising that Keystone Construction Co., Inc., owe them for blasting caps and supplies in the amount of $2,636.43. This appears to be in connection with State Highway Contract No. 5769 for grading and paving the Pleasant Valley-Hill Creek Section of the Old Oregon Trail Highway in Baker County.

We have forwarded this claim letter to the Secretary of State for filing. Attached is a copy of it.

We provide this information as your company appears as surety on the performance bond furnished with this contract.

Yours very truly,

Secretary
OREGON STATE HIGHWAY COMMISSION

Enc.
CC:
Cole, Clark & Cunningham, Inc.
222 S. W. 4th Ave.
Portland 4, Oregon

Keystone Construction Co., Inc.
P. O.Box 55
Prineville, Oregon

Commissioners
Mr. Forrest Cooper

CWH:fp

NOTED ON CARD
lc

RECEIVED
JAN 12 1962
FOR FILING

[illegible]

5769

January 12, 1962

Hon. Howell Appling, Jr.
Secretary of State
Salem, Oregon

Attention: Mr. Geo. C. Stephens

Dear Sir:

Attached for filing is a claim letter dated January 9, in the amount of $2,636.43, received from Oregon Washington Powder Co. for blasting caps and supplies furnished to Keystone Construction Co., Inc.

This appears to be in connection with State Highway Contract No. 5769 with Keystone Construction Co., Inc., for grading and paving the Pleasant Valley-Hill Creek Section of the Old Oregon Trail Highway in Baker County.

The American Insurance Company, through Cole, Clark & Cunningham, Inc., 222 S. W. 4th Ave., Portland 4, furnished the performance bond on this contract.

Please acknowledge receipt of the claim letter on the enclosed copy of this letter.

Yours very truly,

Secretary
OREGON STATE HIGHWAY COMMISSION

Enc.

CWH:fp

NOTED ON CARD

RECEIVED
JAN 8 1962
FOR FILING
I-80N-7(8)216
5769

January 5, 1962

Nero's Hardware
2200 Main
Baker, Oregon

Gentlemen:

This is to acknowledge your claim letter of December 20 addressed to Mr. R. R. Cameron of Baker, stating that Keystone Construction Company owes you $104.93. The Keystone Construction Company has two contracts in Baker County described as follows:

Contract No. 5604
Grading
Baker-Pleasant Valley Section
Old Oregon Trail Highway - Baker County
Surety - American Insurance Company
Agent - Cole, Clark & Cunningham, Inc.
222 S. W. 4th Ave., Portland 4, Oregon
Approximately 98 per cent complete

Contract No. 5769
Grading - paving
Pleasant Valley-Hill Creek Section
Old Oregon Trail Highway - Baker County
Surety - American Insurance Company
Agent - Cole, Clark & Cunningham, Inc.
222 S. W. 4th Ave., Portland 4, Oregon
Approximately 81 per cent complete

The American Insurance Company through Cole, Clark & Cunningham, Inc., furnished the Performance Bonds on each of these contracts which are given to assure completion of the contracts and payment of all bills incurred in them.

The state does not make payment of claims but looks to the prime contractor and surety for such payment. If you wish to protect your claim under the bonds, the claim should be filed with the Secretary of State within six months after the contract has been accepted by the State Highway Commission. Attached are excerpts from the Oregon Laws outlining the filing procedure.

NOTED ON CARD
dc

In the interim, this information will be noted in our records and we will advise the surety and the contractor that it has been received.

Very truly yours.

Secretary
OREGON STATE HIGHWAY COMMISSION

Enc.
CWH:kp
cc Mr. A. F. Parson
Mr. R. R. Cameron

January 5, 1962

American Insurance Company
McLaughlin Building
1220 S. W. Columbia
Portland 1, Oregon

Gentlemen:

A claim letter has been received from Nero's Hardware, 2200 Main, Baker, Oregon, advising that Keystone Construction Company owes them $104.93.

This appears to be in connection with the following Keystone Construction Company contracts:

Contract No. 5604
Grading
Baker-Pleasant Valley Section
Old Oregon Trail Highway - Baker County

Contract No. 5769
Grading - paving
Pleasant Valley-Hill Creek Section
Old Oregon Trail Highway - Baker County

We provide this information as your company appears as surety on the Performance Bonds furnished with both contracts.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

CWH:kp
cc Cole, Clark & Cunningham, Inc.
222 SW 4th Ave., Portland 4,
Keystone Construction Company, Inc.
P. O. Box 55, Prineville
Milo K. McIver
Glenn L. Jackson
Forrest Cooper

NOTED ON CARD

FORM E-30 60M 11 61 40230

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 4, 1962

SUBJECT:

To: Mr. Floyd Query
Secretary
BUILDING

Herewith, letters from Nero's Hardware, A. F. Parson and R. R. Cameron regarding an unpaid account of the Keystone Construction Company.

I am not sure whether this occurred in connection with the Baker-Pleasant Valley Contract, No. 5604, or the Pleasant Valley-Hill Creek Contract, No. 5769.

F. D. Morgan
Construction Engineer

by

Edwin A. Pease
Construction Office Engineer

EAP:db

Encl.

FORM E-30 50M 5-61 [illegible]

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

La Grande, Oregon
December 26, 1961

SUBJECT: Baker-Pleasant Valley &
Pleasant Valley-Hill Cr.
Contracts 5604 and 5769
Claim for unpaid bill

To:

Mr. F. D. Morgan
Construction Engineer
Salem

Herewith Mr. Cameron's letter under date of December 22, 1961, regarding subject claim, along with the claim to which he refers.

Please advise Accounting Division.

A. F. Parson
Division Engineer

AFP:dj
Encl.

REFERRED TO
Plase
By Ass't. Construction Engineer

Where is claim?

CONSTRUCTION DIVISION
RECEIVED
DEC 28 1961
NOTED- ☐ CE ☑ ACE ☐ ACE ☐ ☐ COE

DE | ADE | ADE | DOE

DEC 26 1961

REC'D DIV. OFFICE
LA GRANDE

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Baker, Oregon
December 22, 1961

SUBJECT: Baker-Pleasant Valley &
Pleasant Valley-Hill Creek
Contracts 5604 and 5769
Claim for Unpaid Bill

To:
Mr. A. F. Parson
Division Engineer

La Grande, Oregon

Herewith is a letter from Nero's Hardware in which they ask for collection of a bill incurred by Keystone Construction Co., Inc.

The purchases were presumably used on the Baker-Pleasant Valley Section, Contract # 5604 or the Pleasant Valley-Hill Creek Section, Contract # 5769.

R R Cameron

R. R. Cameron
Resident Engineer

NERO'S HARDWARE
TELEPHONE JAckson 3-4921
2200 MAIN
BAKER, OREGON

Dec. 20, 1961

Mr. R.R. Cameron
Resident Engineer
2695 Church
Baker Ore.

RECEIVED
DEC 21 1961
R. R. CAMERON
RESIDENT ENGINEER

Dear Mr. Cameron:

This letter is in reference to our telephone conversation a few days back, regarding the unpaid account of Keystone Construction Company Box 3 Prineville Ore.

Their first purchase was on Aug 3, 1961 their last was on Oct 9, 1961

They have not responded to our billing

The account total is $102.03

Plus $2.90 service charge = $104.93

Will you please turn this in for collection - Any part or all of the account is of record in our office.

Thanking you in advance. I am

Very truly yours E. T. Nero

RECEIVED
DEC 29 1961
FOR FILING

[illegible]

5769

December 29, 1961

American Insurance Company
1220 S. W. Columbia
Portland 1, Oregon

Attention: Mr. E. Curtin

Gentlemen:

We have been advised by our Accounting Division that the warrant for Estimate No. 15 on Contract No. 5769 in the amount of $7,548.15 is being sent today to the contractor, Keystone Construction Co., Inc.

Yours very truly,

Secretary
OREGON STATE HIGHWAY COMMISSION

CC:
Accounting Division
Attn: Mr. John Herr

FQ:fp

RECEIVED
29 1961

I-80N-7(1) 316

5169

file

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
December 26, 1961

SUBJECT: Pleasant Valley Slide
Pleasant Valley-Hill Creek

To: Mr. A. F. Parson
Division Engineer
State Highway Department
La Grande, Oregon

I am returning, herewith, special provisions and following supporting data on the above section:

1-Roll Plotted Cross-sections
1-Roll Mass Diagram
1-Tracing 1"-100', pencil alignment and work to be done.
1-Print 1"-200' Construction Sheets - showing plans of operation.
4-Sheets Earthwork
2-Copies of Locating Engineer's right of way report
2-Copies of Locating Engineer's statement
1-Copy excavation and haul summary
1-copy earthwork blanket computations

As discussed by telephone, we will not award this contract until about May. We will also state in the contract that no work shall be done until the prior contractor (Keystone) has completed his work.

Please revise the plans and specifications returned, if possible, along this line:

1. Do not open the section under the slide to traffic until after this new contract has been completed.

2. What do we wish Keystone to do about guard rail and median rail within the slide job limits?

3. What do we wish Keystone to do about surfacing and paving within the slide job limits? In connection with this item, I would think we should let Keystone finish this work and make it incumbent on the new contract to protect it by placing a blanket and further by being responsible for repairing any damage that results. However, maybe you can come up with a better plan.

NOTED
R. L. FOSTER

F. D. Morgan
Construction Engineer
by
F. B. Klaboe - Ass't Construct

FBK:db
cc:

RECEIVED
DEC 26 1961
FOR FILING

[illegible]

5769

December 26, 1961

Mr. Clarence D. Porter
Claims Adjuster
1221 Failing Building
Portland 4, Oregon

Dear Mr. Porter:

Enclosed are copies of voucher covering the period November 5 to December 5, 1961, on the Pleasant Valley-Mill Creek Section of the Old Oregon Trail Highway, Contract No. 5769.

There will be no payment on the Baker-Pleasant Valley Section, Contract No. 5604, for the period November 5 to Dec. 5, 1961. This section shows a credit to the project of $673.04.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

CT:bb

cc: Keystone Const. Co., Inc.
P. O. Box 55
Prineville, Oregon

RECEIVED
DEC 21 1961
FOR FILING

[illegible]

5769

December 21, 1961

Hutchinson, Schwab & Burdick
Attorneys at Law
712 Executive Building
Portland 4, Oregon

Gentlemen:

As requested in your letter of December 19, we are attaching a certified copy of the contract and bond covering the Keystone Construction Co., Inc., Contract No. 5769, grading and paving the Pleasant Valley-Hill Creek Section of the Old Oregon Trail Highway in Baker County.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

Attach.
CWH:mg

HUTCHINSON, SCHWAB & BURDICK
ATTORNEYS AT LAW
712 EXECUTIVE BUILDING
PORTLAND 4, OREGON
CAPITOL 6-2926

HAROLD B. HUTCHINSON
DWIGHT L. SCHWAB
DENTON G. BURDICK, JR.

December 19, 1961

Secretary
Oregon State Highway Department
Salem, Oregon

Dear Sir:

NOTED
LOYD QUERY

Re: State Highway Contract No. 5769
Pleasant Valley - Hill Creek Section
Old Oregon Trail Highway.

There is enclosed herewith the Affidavit of the comptroller of Mercer Steel Co. Inc., a subcontractor on the above referenced State Highway Construction contract. The affidavit is prepared pursuant to the provisions of ORS 279.512 and ORS 279.515 for the purpose of securing a certified copy of the contract and bond furnished to the State of Oregon by the prime contractor, Keystone Construction Company.

Will you please be kind enough to forward these certified copies at your early convenience?

We have been instructed by our client, Mercer Steel Co.Inc. to bring action on relation of the State of Oregon against the prime contractor and the bonding company as a result of this non-payment. If this matter can be expedited it would be appreciated.

Cc/ please handle
TG

Very truly yours,

HUTCHINSON, SCHWAB & BURDICK

Harold B Hutchinson
Harold B. Hutchinson

HBH:dp
cc: American Insurance Co.
cc: Mercer Steel Co. Inc.
Enclosure

NOTED
C. W. HEAD

RECEIVED
DEC 20 1961
OREGON
STATE HIGHWAY COMMISSION

STATE OF OREGON)
) ss
County of Multnomah)

AFFIDAVIT OF NEIL A. AUSTIN

I, NEIL A. AUSTIN, being first duly sworn, depose and say:

That I am the comptroller for Mercer Steel Co. Inc., an Oregon corporation.

Mercer Steel Co. Inc. did, at the special instance and request of Keystone Construction Company, furnish reinforcing steel and black annealed wire to the said Keystone for use on State Highway contract 5769, Pleasant Valley-Hill Creek Section, Old Oregon Trail Highway. That there is still due, owing and unpaid to Mercer Steel Co. Inc. from Keystone Construction Company the sum of $4,000 on said materials.

That on August 3, 1961, a notice of claim pursuant to ORS 279.526 was furnished to the Secretary of State of the State of Oregon and to the Secretary of the Oregon State Highway Department.

That I make this affidavit pursuant to the provisions of ORS 279.512 and 279.515 for the purpose of applying to the Secretary of the Oregon State Highway Department for a certified copy of the contract and bond furnished to the State of Oregon by the said Keystone Construction Company.

Neil A Austin
Neil A. Austin - Comptroller
Mercer Steel Co. Inc.

Subscribed and sworn to before me this 13th day of December, 1961.

R. M. Anderson
Notary Public for Oregon

(SEAL)

My commission expires: 3-9-64

RECEIVED
[illegible]C 12 1961
FOR FILING

COMMISSIONERS
[illegible], CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

I-80N-7(8)316

5769

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

December 8, 1961

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
477 Cottage Street N.E.
Salem, Oregon

Baker-Pleasant Valley Section
Old Oregon Trail Highway
Contract No. 5769
Project I-80N-7(8)316

Dear Sir:

Reference is made to the rock slide between Station 729+50 and 737+50 previously discussed with you. Our latest figures indicate that approximately 153,000 cubic yards of material must be removed in order that we achieve a stable and safe condition. We have negotiated over a period of several weeks with the Keystone Construction Company, contractors on this project. They have quoted a figure of $1.50 per yard to take this material out by Price Agreement.

Our Cost Analysis Department has carefully analyzed the work involved and cannot justify this figure.

Since this is the case, we intend to work up a separate contract for removing the rock. We have not as yet determined whether we will do this additional work by contract during the life of Contract 5769 or whether we will wait until 5769 has been finaled out.

Very truly yours,

Forrest Cooper
Acting State Highway Engineer

By
F. B. Klaboe
Assistant Construction Engineer

RECEIVED
[illegible]
STATE [illegible] ENGINEER

FBK:fp

cc Forrest Cooper
L. H. Young
A. F. Parson

RECEIVED
NOV 30 1961
FOR FILING

[illegible]

5769

November 29, 1961

American Insurance Company
1220 S. W. Columbia
Portland 1, Oregon

Attention: Mr. E. Curtin

Dear Mr. Curtin:

We have been advised today by our Accounting Division that Estimate No. 14 on Contract No. 5769 is ready to be forwarded to the contractor, Keystone Construction Company, Inc., in the amount of $36,508.39. Estimate No. 20 on Contract No. 5604 is also ready to be mailed to Keystone Construction Company in the amount of $2,164.61.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM.

FO:jmc

cc: Accounting Dept.
Attn: John Herr

RECEIVED
NOV 30 1961
FOR FILING

[illegible]

5769

November 29, 1961

American Insurance Company
McLaughlin Building
1220 S. W. Columbia
Portland 1, Oregon

Gentlemen:

Attached is a copy of a claim in the amount of $223.64 which has been filed with the Secretary of State by Traffic Safety Supply Company, Portland, for traffic signs furnished to Keystone Construction Co., Inc.

This appears to be in connection with State Highway Contract No. 5769 for grading and paving the Pleasant Valley-Hill Creek Section of the Old Oregon Trail Highway in Baker County.

We provide this information as your company appears as surety on the performance bond furnished with this contract.

Yours very truly,

Secretary
OREGON STATE HIGHWAY COMMISSION

CC:
Cole, Clark & Cunningham, Inc.
222 S. W. 4th Avenue
Portland 4, Oregon

Keystone Construction Co., Inc.
P. O. Box 55
Prineville, Oregon

Commissioners
Mr. W. C. Williams
Mr. Forrest Cooper

CWH:fp

NOTED ON CARD
fp

STATE OF OREGON
DEPARTMENT OF STATE
SALEM 10

HOWELL APPLING, JR.
Secretary of State

November 24, 1961

Mr. Floyd Query, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We have received from R. W. Nelson, General Manager, Traffic Safety Supply Company and filed as of this date, a notice of claim by Traffic Safety Supply Company, 2324 S. E. Umatilla Street, Portland 2, Oregon, for traffic signs furnished in the sum of $223.64 against the bond taken from Keystone Construction Co., principal, and American Insurance Co., surety, for the work of grading and paving at the job location of Pleasant Valley-Hill Creek Sect., Old Oregon Trail Hwy., Baker County. State Highway Contract No. 5769.

We are enclosing three copies of the claim for your information and files.

Kindly acknowledge receipt of the copies on the enclosed carbon copy.

Sincerely,

HOWELL APPLING, JR.
Secretary of State

By Geo Stephens
Public Records Section

GS:FK
Enc.

NOTED
FLOYD QUERY

Cec, please reply
[illegible]

RECEIVED
NOV 29 1961
OREGON
STATE HIGHWAY COMMISSION

TRAFFIC SAFETY SUPPLY COMPANY

Manufacturers and Distributors

2324 S.E. UMATILLA ST. PORTLAND 2, OREGON

BElmont 5-8531

November 22, 1961

Mr. Howell Appling
Secretary of State
Salem, Oregon

Re: Oregon State Hwy. Contract #5769
Keystone Construction Co.

Dear Sir:

Notice hereby is given that the undersigned TRAFFIC SAFETY SUPPLY COMPANY has a claim for traffic signs furnished in the sum of $223.64 against the bond taken from Keystone Construction Co., principal, and American Insurance Co., surety, for the work of grading and paving at the job location of Pleasant Valley-Hill Creek Sect., Old Oregon Trail Hwy, Baker County.

Very truly yours,

TRAFFIC SAFETY SUPPLY CO.

RW Nelson

R. W. Nelson
General Manager

RWN:er

cc: Mr. Floyd Query, Secty.
Oregon State Hwy Comm.

Cole Clark & Cunningham

Keystone Construction Co.

File # 3883

FILED
NOV 24 1961
HOWELL APPLING, JR.
SECRETARY OF STATE

RECEIVED
NOV 24 1961
HOWELL APPLING, JR.
SECRETARY OF STATE

RECEIVED
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FOR FILING

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5769

Salem, Oregon
November 28, 1961

Troy property
Baker County

Mr. Tom Edwards
Construction Engineer
OFFICE

On November 13, I transmitted to you a copy of a letter from Anthony Yturri which referred to several complaints involving the Troy property on Highway 80N in Baker County.

I asked for a written report within 10 days. May I have the report?

Forrest Cooper
Deputy State Highway Engineer

FC:fn

RECEIVED
NOV 29 1961
FOR FILING

5769

November 28, 1961

American Insurance Company
McLaughlin Building
1220 S. W. Columbia
Portland 1, Oregon

Gentlemen:

A letter, dated November 21, has been received from the State Department of Agriculture, Salem, advising that Keystone Construction Co., Inc., owes them a small bill (amount not stated) for the testing of scales at Pleasant Valley.

Our records show that Keystone Construction Co. ,Inc., have the following State Highway contracts in Baker County:

No. 5604 for grading the Baker-Pleasant Valley Section of the Old Oregon Trail Highway.

No. 5769 for grading and paving the Pleasant Valley-Hill Creek Section of the Old Oregon Trail Highway.

The Department of Agriculture did not indicate on which job or jobs the test work was performed.

We provide this information as your company appears as surety on the performance bonds furnished with these contracts.

Yours very truly,

Secretary
OREGON STATE HIGHWAY COMMISSION

CC:
Cole, Clark & Cunningham, Inc.
222 S. W. 4th Ave.
Portland 4, Oregon

Keystone Construction Co., Inc.
P. O. Box 55
Prineville, Oregon

Commissioners
Mr. W. C. Williams
Mr. Forrest Cooper

CWH:fp

NOTED ON CARD

November 28, 1961

Department of Agriculture
Agriculture Building
158 - 12th St. S. E.
Salem, Oregon

Attention: Mr. Don Parker
Asst. Attorney General

Gentlemen:

This is to acknowledge your letter of November 21 informing us that Keystone Construction Company owes you a small bill for the testing of scales at Pleasant Valley.

The Keystone Construction Co. Inc., have two State Highway contracts in Baker County, described as follows:

No. 5604 for grading the Baker-Pleasant Valley Section of the Old Oregon Trail Highway.

No. 5769 for grading and paving the Pleasant Valley-Hill Creek Section of the Old Oregon Trail Highway.

The American Insurance Company, through Cole, Clark & Cunningham, Inc., furnished the performance bonds on these contracts, which were given to assure completion of the contracts and payment of all bills incurred in them.

Our Construction Division informs us that as of November 17, 1961, Contract No. 5604 was approximately 98% complete, and Contract No. 5769 approximately 81% complete.

If you wish to protect your claim under the bonds, it should be filed with the Secretary of State within six months after the contracts have been accepted by the State Highway Commission. You are no doubt familiar with the procedure for filing of claims. However, for your ready reference we are enclosing excerpts from the Oregon Laws. In the interim this information will benoted in our records and we will advise the surety and the contractor that it has been received.

Yours very truly,

Secretary
OREGON STATE HIGHWAY COMMISSION

RECEIVED
NOV 30 1961

FORM E-30 50M 3-61 34397

FOR FILING

5769

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
November 27, 1961

SUBJECT: Frances and Elizabeth Troy
Property, Baker County
Pleasant Valley-Hill Creek Section
Contract No. 5769

To:
Mr. Forrest Cooper
Deputy State Highway Engineer
OFFICE

I enclose reports from Resident Engineer Weber and Division Engineer Parson concerning Mr. Yturri's letter of November 7 to Mr. Lindas and your letter of November 13 to this office. Weber's and Parson's letters cover the items raised in Mr. Yturri's letter on a point to point basis.

1. As stated in these reports, the Troys have been inconvenienced during our construction operation through their property. They have had to use circuitous routes servicing their cattle and maintaining their business. However, we believe that this inconvenience is the type inherent in highway construction. Undoubtedly we have erred by giving the Troys time schedules which were over-optimistic; particularly so when we consider the performance of the contractor. (To date he has only completed 81 per cent of the work using 121 per cent of the time.) Frankly, their performance from a time standpoint has been poor and all pressures we have used have not materially changed the picture. In all fairness to the contractor, the quality of his work is good.

2. This blast damage is the contractor's responsibility. He assures us that they will take care of it. I would include in this report the name of Keystone's insurance company if we had this information on record, but we don't.

3. We will fix this irrigation ditch next week. Contrary to Mr. Yturri's report, the Troys have not suffered loss as a result of our action.

4. We will erect all fences that we are obligated to construct. As stated, those that are not yet up have not been placed for construction reasons. The Troys are not suffering any discomfort as a result of this delay.

5. We are, of course, guilty of allowing our contractor to enter their premises before the time stipulated by our Legal Department and there is nothing we can do to change the situation from a construction point of view. Mr. Lindas may be able to negotiate some settlement here.

copy to:
Lindas
with reports

FORREST COOPER

We can offer no solution to this Troy problem. They apparently have developed a distrust and dislike of all highway people throughout the past thirty years. Knowing all this, our men have tried their very best to contain the situation and satisfy the Troys.

Tom Edwards
Construction Engineer

FBK:fp

Attach.

RECEIVED
[illegible] 1961
[illegible]
STATE [illegible]

Salem, Oregon
November 13, 1961

Frances and Elizabeth Troy
property, Baker County

Mr. Tom Edwards
Construction Engineer
OFFICE

I am attaching a copy of a letter from Anthony Yturri which refers to complaints on the Troy property in Baker County.

I have no way of knowing as to whether these complaints are true or false but request an immediate study to see if remedial action is in order or if the State has fulfilled all of its obligations to the Troys.

Please give me a written report within 10 days.

Forrest Cooper
Deputy State Highway Engineer

FC:fn

Attach.

cc W. C. Williams
L. I. Lindas

ANTHONY YTURRI
JOHN G. O'KEEFE
[illegible]

YTURRI AND O'KEEFE
ATTORNEYS AT LAW
[illegible] BUILDING
ONTARIO, OREGON

TELEPHONE
[illegible]

November 7, 1961

Mr. Leonard I. Lindas
Chief Counsel
State Highway Department
Salem, Oregon

Dear Leonard:

Sometime ago the Highway Department took options to obtain additional lands from Frances and Elizabeth Troy. The options apparently exercised and Mr. Earl F. Saling of your office has forwarded the warranty deed and quitclaim deed that are to be executed by the Troy sisters and Wayne Troy, respectively. I have requested them to execute the deeds but they had not as yet done so. The reasons that they offer will be set forth herein.

Frankly, I believe that the Highway Department should do something about the construction in this particular area because the Troys are literally furious with the manner in which the Department has supervised the construction. Apparently some representative of the Department, presumably one of the resident engineers, has told them that the damages which they are suffering were contemplated in the settlement. I do not believe that this is the case entirely.

① For example, the Troys are being required to haul hay to cattle for one-half mile and then return by reason of present construction near their home. They were told that this would only be temporary but it is still continuing with no end in sight. This inconvenience is a serious and genuine one. They cannot drive the milk cows across the highway by reason of this construction and the transportation of hay is a problem. This type of annoyance may be a temporary irritation, but nevertheless is one of the items that arouse many of the complaints against the Department.

② Also, while blasting in the area above mentioned recently, several of the windows were broken in their residence, the fire place was shifted and moved away from the house, a brick chimney was also moved and cracks have appeared. One of the State employees informed that that someone would see them soon but to date nothing has been done.

③ During the course of negotiations for settlement I personally showed Mr. Weber a grade in a certain ditch which was of insufficient slope to permit water to flow through. This was last summer and still nothing has been done although we were positively assured that this would be taken care of. It means that they will not be able to use the ditch unless something is done and already this year by reason of its non-use, considerable tonage of hay has been lost.

④ The fences which the Department positively said that they would erect have not been installed.

⑤ The Troys of course are still violently unhappy by the refusal of the Department to recognize the damages suffered when the division engineer permitted the original contracting crew to enter the premises some ten days prior to the time that they were supposed to have entered. I have written your office about this and explained some of the loss and damages that were experienced. We received a reply which definitely intimated that possibly payment would be made for some roofing. The letter was not clear.

In any event, while I realize that we are dealing with individuals who are perhaps a bit more adamant then usual, I do believe that the entire thing has been handled with excessive disregard for the feeling and rights of the people involved. The Troys informed me that they will not sign the warranty and quitclaim deeds until something has been done about these matters. They feel that no reliance can be placed upon assurances of the State representatives to the effect that these items will be attended to.

I trust that you will look into the matter personally and advise.

Very truly yours,

YTURRI & O'KIEF

By s/ Anthony Yturri

AY:HRF

RECEIVED
NOV 30 1961
FOR FILING

[illegible]

5769

November 22, 1961

Mr. Howell Appling
Secretary of State
Salem, Oregon

Re: Oregon State Hwy. Contract #5769
Keystone Construction Co.

Dear Sir:

Notice hereby is given that the undersigned TRAFFIC SAFETY SUPPLY COMPANY has a claim for traffic signs furnished in the sum of $223.64 against the bond taken from Keystone Construction Co., principal, and American Insurance Co., surety, for the work of grading and paving at the job location of Pleasant Valley-Hill Creek Sect., Old Oregon Trail Hwy, Baker County.

Very truly yours,

TRAFFIC SAFETY SUPPLY CO.

RWNelson

R. W. Nelson
General Manager

RWN:er

cc: Mr. Floyd Query, Secty.
Oregon State Hwy Comm.

Cole Clark & Cunningham

Keystone Construction Co.

NOTED
FLOYD QUERY

RECEIVED
NOV 24 1961
OREGON
STATE HIGHWAY COMMISSION

NOTED
C. W. HEAD

RECEIVED
V 17 1961
FOR FILING

5169

477 Cottage Street, N.E.
Salem, Oregon

November 16, 1961

Mr. W. C. Williams, State Highway Engineer
Salem, Oregon

C. G. Polk, Division Engineer
08-35.4-DA Salem, Oregon

Oregon Project I-80N-7(8)316
Order for State Force Work No. 5
Seeding and Mulching
Pleasant Valley-Hill Creek Section
Old Oregon Trail Highway

Reference is made to your letter dated November 13, 1961 concerning subject order.

We are approving the use of State Forces as being in the public interest in accordance with PPM 21-6.3 for the following reasons:

1. The contractor is neither properly equipped nor staffed to perform the work contemplated under the order.

2. The State has trained men and specialized equipment to perform the work most economically.

3. The amount of the work is too small to warrant a separate contract.

Reimbursement will be made on an actual cost basis.

Porter

RECEIVED
NOV 16 1961
FOR FILING

I-5-4-4(8) 316

5769

November 16, 1961

C
O
P
Y

Mr. Clarence D. Porter
Claims Adjuster
1221 Failing Building
Portland 4, Oregon

Dear Mr. Porter:

Enclosed are copies of vouchers covering the period September 5, 1961 to November 5, 1961 on the Baker-Pleasant Valley Section of the Old Oregon Trail Highway, Contract No. 5604, Keystone Construction Co., Inc. Also, voucher covering the period October 5, 1961 to November 5, 1961 on the Pleasant Valley-Hill Creek Section, Old Oregon Trail Highway, Contract No. 5769, Keystone Construction Co., Inc. as you previously requested.

Very truly yours,

W.C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

CWT:lt

Enc.

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FOR FILING

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5769

#57

November 15, 1961

The Honorable Howell Appling, Jr.
Secretary of State
State Capitol Building
Salem 10, Oregon

Attention: Mr. George C. Stephens

Dear Mr. Appling:

Attached are two claims for filing received from Banta, Silven, Horton & Young, Attorneys, on behalf of Beacho Sage Hardware Company, for materials furnished to Keystone Construction Company, Inc., described as follows:

Contract No. 5604, in the amount of $4,871.56, for materials furnished to Cartwright Construction Company, subcontractor. This is the grading project on the Baker-Pleasant Valley Section of the Old Oregon Trail Highway in Baker County.

Contract Nos. 5604 and 5769, in the amount of $6,483.76, for materials furnished directly to Keystone Construction Company. This claim involves two contracts; No. 5604 as described above, and Contract No. 5769 is the grading and paving, Pleasant Valley-Hill Creek Section of the Old Oregon Trail Highway in Baker County.

Please acknowledge receipt of these claims on the enclosed copy of this letter.

Very truly yours,

NOTED ON CARD

JC

OREGON STATE HIGHWAY COMMISSION

Secretary

CWH:jh

RECEIVED
20 1961
FOR FILING

FORM E-128-X 50M 1-61

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

I-80N-7(8)316

5769

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

November 15, 1961

The Honorable Howell Appling, Jr.
Secretary of State
State Capitol Building
Salem 10, Oregon

Attention: Mr. George C. Stephens

Dear Mr. Appling:

Attached are two claims for filing received from Banta, Silven, Horton & Young, Attorneys, on behalf of Basche Sage Hardware Company, for materials furnished to Keystone Construction Company, Inc., described as follows:

Contract No. 5604, in the amount of $4,871.56, for materials furnished to Cartwright Construction Company, subcontractor. This is the grading project on the Baker-Pleasant Valley Section of the Old Oregon Trail Highway in Baker County. ✓ File # 3880

Contract Nos. 5604 and 5769, in the amount of $6,483.76, for materials furnished directly to Keystone Construction Company. This claim involves two contracts; No. 5604 as described above, and Contract No. 5769 is the grading and paving, Pleasant Valley-Hill Creek Section of the Old Oregon Trail Highway in Baker County. File # 3881

Please acknowledge receipt of these claims on the enclosed copy of this letter.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

NOTED ON CARDS
LC

FILED
NOV 16 1961
HOWELL APPLING, JR.
SECRETARY OF STATE

RECEIVED
NOV 16 1961
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
NOV 16 1961
HOWELL APPLING, JR.
SECRETARY OF STATE

NOTICE OF CLAIM

X

TO: Secretary of State, and
Clerk, Oregon State Highway Commission

NOTICE IS HEREBY GIVEN, that the undersigned, Basche Sage Hardware Company, an Oregon corporation, with its principal office and place of business in Baker, Oregon, has a claim for materials furnished to Cartwright Construction Company, sub-contractor, of Keystone Construction Company, Inc., prime contractor under contract No. 5604, in the sum of $4,871.56, against the bond taken from Keystone Construction Company, Inc., principal, and The American Insurance Company, surety, for the work of grading the Baker-Pleasant Valley section of the Old Oregon Trail highway in Baker County, Oregon, under general contract No. 5604 of Keystone Construction Company, Inc., with the Oregon State Highway Commission.

Dated this 2nd day of November, 1961, at Baker, Oregon.

BASCHE SAGE HARDWARE COMPANY

By Basche

SUBSCRIBED and SWORN TO before me this 2nd day of November, 1961.

Notary Public for Oregon
My Commission Expires: 9/20/65

RECEIVED
DEC 6 1961
FILING

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

5769

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

November 15, 1961

American Insurance Company
L. Curtin, Claims Supervisor
1220 SW Columbia
Portland 1, Oregon

NOTED
State Highway Engineer

Gentlemen:

A letter has been received with claims attached from Banta, Silven, Horton & Young, Attorneys, in Baker, on behalf of the Basche Sage Hardware Company advising that Keystone Construction Co., Inc. owe them money on the following contracts:

Contract No. 5604, $4,871.56, for materials furnished to Cartwright Construction Company, subcontractor to Keystone Construction Company, Inc.

Contract Nos. 5604 and 5769, $6,483.76, for materials furnished directly to Keystone Construction Company, Inc.

These claims have been forwarded to the Secretary of State for filing. Attached are copies of the two claims.

This information is provided as your company appears as surety on the performance bond furnished with each of these contracts.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

ORIGINAL SIGNED
FLOYD QUERY

Secretary

CWH:jh

cc: Cole, Clark & Cunningham, Inc.
222 S. W. 4th Avenue
Portland 4, Oregon

Keystone Construction Company, Inc.
P. O. Box 55
Prineville, Oregon

M. K. McIver
G. L. Jackson
W. C. Williams
Forrest Cooper

RECEIVED
1961
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
NOV 20 1961
FOR FILING

I-80N-7(8)316

5769

J Cook

November 15, 1961

American Insurance Company
1220 S. W. Columbia
Portland 1, Oregon

Attention: E. Curtin, Claims Supervisor

Gentlemen:

This is in reply to your letter of November 14 concerning future payments to Keystone Construction Company, Inc. on Contracts No. 5604 and No. 5769.

As you have requested, future contract payments will be forwarded directly to Keystone Construction Company, Inc. and we will advise your office of these payments. Final payments on both contracts will be held until we have your specific approval to release them.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

cc: American Insurance Company
1220 S. W. Columbia
Portland 1, Oregon

Cole, Clark & Cunningham, Inc.
222 S. W. 4th Avenue
Portland, Oregon

C. H. Maison - Attention: John Herr: In order to comply with the surety's request, will you please let us know when regular monthly estimate payments are to be made on either of these contracts so that we can notify the surety. Regular procedure will suffice for reduction of retained percentage and semi final.

NOTED ON CARD
dc

THE American Insurance Group 1846

EDWARD W. RAMSDEN
BRANCH MANAGER

PORTLAND BRANCH OFFICE
1220 S. W. COLUMBIA STREET
PORTLAND 1, OREGON

TELEPHONE
CAPITOL 8-5761

November 14, 1961

State of Oregon
State Highway Department
Salem, Oregon

Re: Keystone Construction Company
Contracts 5604 and 5769
Our File: HS 83 609484

Attn: Floyd Query, Secretary

Gentlemen:

Please refer to our letters of June 22, 1961 and June 27, 1961 in which we requested that all monies due the Keystone Construction Company on these two jobs be mailed to our company for transmittal on to Keystone. These requests were in accordance with an agreement made with Mr. Ron Hudspeth and Mr. Otis Van Blaricom of Keystone.

We have now agreed with Mr. John Hudspeth and Mr. Van Blaricom that the interests of Keystone Construction Company in discharging their obligations to their various creditors of these two jobs would be better served if this arrangement would be discontinued.

Therefore, we request that all future payments to Keystone Construction Company be sent directly to them and that we be immediately notified of the date and amount and the reason for the payment. ✓

We further request that final retainage payments on both jobs not be made without our prior approval. ✓

Very truly yours,

E. CURTIN
Claims Supervisor

EC:mec

RECEIVED
NOV 15 1961
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
NOV 20 1961
FOR FILING

5769

C
O
P
Y

November 15, 1961

Banta, Silven, Horton & Young
1950 Third Street
Baker, Oregon

Gentlemen:

Further acknowledgement is made to your letter of November 2 and attached claims of your client, Basche Sage Hardware Company of Baker. You state that duplicates of these claims have been filed with the Secretary of State.

Our records indicated that the Basche Sage Hardware Company has filed several claims in connection with the two contracts with Keystone Construction Company; however, the amounts do not correspond with the amounts given in two of the claims recently received. The claim in the amount of $163.54 filed against Contract No. 5604 and the identical amount on Contract No. 5769 has been filed in this office and also with the Secretary of State.

To avoid a non-filing, we are forwarding the following claims of Basche Sage Hardware Company to the Secretary of State for filing:

Contract No. 5604, $4,871.56 for materials furnished to Cartwright Construction Company, subcontractor.

Contract Nos. 5604 and 5769, $6,483.76 for materials furnished directly to Keystone Construction Company, Inc.

In the meantime, this information will be noted in our records and we will advise the surety and the contractor that they have been received.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

NOTED ON CARD

DC

CWH:jh

RECEIVED
NOV 13 1961
FOR FILING

I-80N-7(8)316

5769

November 13, 1961

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
477 Cottage St. N. E.
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for State Force Work No. 5, Account No. 224-238, covering seeding and mulching on the Pleasant Valley-Hill Creek Section of the Old Oregon Trail Highway in Baker County, Contract No. 5769, in connection with Federal Aid Project No. I-80N-7(8)316.

This work is necessary to control erosion on cut and fill slopes. The contractor is not equipped to do this work. The State has the necessary special equipment to do the work more economically than by separate contract.

Your approval of this order on actual cost basis under the provisions of FPM 21-6.3 is requested.

The total estimated amount of the order is $2,000.00, with Federal participation of $1,800.00.

Very truly yours,

W. C. Williams
State Highway Engineer

By

A. L. Porter
Office Engineer

Encs.

DBP:cr

RECEIVED
NOV 10 1961
FOR FILING

5769

November 9, 1961

Hon. Howell Appling, Jr.
Secretary of State
121 State Capitol
Salem, Oregon

Attention: Mr. George Stephens

Gentlemen:

Attached is a claim letter, with invoices, for filing in the amount of $1, 190, received from Western Welding Company, Inc., Portland, for labor and materials furnished to Keystone Construction Company, Inc.

This appears to be in connection with State Highway Contract No. 5604, for grading the Baker-Pleasant Valley Section in Baker County, and Contract No. 5769, for grading and paving the Pleasant Valley-Hill Creek Section in Baker County.

The American Insurance Company, through Cole, Clark and Cunningham, Inc., 222 S. W. 4th Avenue, Portland 4, Oregon, furnished the performance bonds on each of these contracts.

Please acknowledge receipt of this claim on the enclosed copy of this letter.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM.

CWH:jmc

NOTED ON CARD

2

COMMISSIONERS
M. K. McIVER, Chairman
Portland
KENNETH N. FRIDLEY, Member
Wasco
GLENN L. JACKSON, Member
Medford

RECEIVED

5769

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

November 9, 1961

Hon. Howell Appling, Jr.
Secretary of State
121 State Capitol
Salem, Oregon

Attention: Mr. George Stephens

Gentlemen:

Attached is a claim letter, with invoices, for filing in the amount of $1,190, received from Western Welding Company, Inc., Portland, for labor and materials furnished to Keystone Construction Company, Inc.

This appears to be in connection with State Highway Contract No. 5604, for grading the Baker-Pleasant Valley Section in Baker County, and Contract No. 5769, for grading and paving the Pleasant Valley-Mill Creek Section in Baker County.

The American Insurance Company, through Cole, Clark and Cunningham, Inc., 222 S. W. 4th Avenue, Portland 4, Oregon, furnished the performance bonds on each of these contracts.

Please acknowledge receipt of this claim on the enclosed copy of this letter.

Very truly yours,

NOTED ON CARD

Secretary
OREGON STATE HIGHWAY COMM.

File #3879

FILED
NOV 13 1961
HOWELL APPLING, JR.
SECRETARY OF STATE

RECEIVED
NOV 14 1961
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
NOV 13 1961
HOWELL APPLING, JR.
SECRETARY OF STATE

RECEIVED
NOV 10 1961
FOR FILING

5769

November 9, 1961

American Insurance Company
McLaughlin Building
1220 S. W. Columbia
Portland 1, Oregon

Gentlemen:

A claim letter, dated November 7, 1961, has been received from Western Welding Company, Inc., Portland, advising that Keystone Construction Company, Inc. owes them for labor and materials in the amount of $1,190.

This appears to be in connection with the two Keystone Construction Company, Inc. contracts in Baker County, as follows:

Contract No. 5604, for grading the Baker-Pleasant Valley Section of the Old Oregon Trail Highway.

✓ Contract No. 5769, for grading and paving the Pleasant Valley-Hill Creek Section of the Old Oregon Trail Highway.

This claim has been forwarded to the Secretary of State for filing. Attached is a copy of the claim.

This information is provided as your company appears as surety on the performance bonds furnished with these contracts.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM.

CWH:jmc

cc: Cole, Clark & Cunningham, Inc.
222 S. W. 4th Avenue
Portland 4, Oregon

Keystone Construction Co., Inc.

M. K. McIver
G. L. Jackson
W. C. Williams
Forrest Cooper

NOTED ON CARD

[illegible]
[illegible]
PORTLAND [illegible], OREGON
Rebuilders and New Parts Sales
Representing "WEAR-WELD" Products and ALLIED LINES
TRACTOR and SHOVEL PARTS — "CAT" — "IHC" — "AC" — "NORTHWEST"

November 7, 1961

State Highway Commission
Salem,
Oregon

Attention: Mr. Query

Re: Claim against Keystone Construction Co. Inc. Prineville, Oregon for Invoice No. 233 dated 7/15/61 in am't. of $297.50; Invoice No. 250 dated 8/3/61 in am't. of $595.00 and Invoice No. 283 dated 10/27/61 in am't. of $ 297.50- TOTAL $1,190.00

#5604 and #5769

Gentlemen:

As per instructions by the American Insurance Company in Portland, we hereby submit our claim in the amount of $1,190.00 against Keystone Construction Co. Inc. of Prineville, Oregon. Copies of our invoices are herewith enclosed and we will appreciate your prompt action in our behalf for payment of this claim.

Thank you.

Very truly yours,

WESTERN WELDING COMPANY, INC.

BY: T. R. Williams (M.W.)
T. R. Williams, President

TRW/mw
encls. (3)
cc: American Insurance Company
1220 S. W. Columbia- Portland 1, Ore.
Attention: Mr. Curtin-Claims Dep't.

RECEIVED
NOV 8 1961
OREGON
STATE HIGHWAY COMMISSION

INVOICE

COPY

WESTERN WELDING CO., Inc.
9411 S. E. FOSTER ROAD — Phone PRospect 1-5460
PORTLAND 66, OREGON
Rebuilders and New Parts Sales
Representing "WEAR-WELD" Products and ALLIED LINES
TRACTOR and SHOVEL PARTS — "CAT" — "IHC" — "AC" — "NORTHWEST"

NO. 233

Date 7/15/61

Your Req. No. 8483

Our Job No. 1362

Terms NET

SOLD TO
Keystone Construction Co. Inc.
P. O. Box 55
Prineville, Oregon

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
1	only- D-9 Front Idler Wheel Rebuilt (weld drum, rebush & install stiffners)	$297.50 ea.	$ 297.50
	Delivered to Pleasant Valley, Oregon Job		

Quality Has No Competition

INVOICE

WESTERN WELDING CO., Inc.

9411 S. E. FOSTER ROAD — Phone PRospect 1-5460
PORTLAND 66, OREGON

Rebuilders and New Parts Sales

Representing "WEAR-WELD" Products and ALLIED LINES
TRACTOR and SHOVEL PARTS — "CAT" — "IHC" — "AC" — "NORTHWEST"

NO. 283

Date 10/27/61

Your Req. No. 8991

Our Job No. 1460

Terms NET

SOLD TO
Keystone Construction Co., Inc.
P. O. Box 55
Prineville, Oregon

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
1	D-9 Idler Rebuilt with stiffners & plates	$297.50 ea.	$ 297.5

Quality Has No Competition

COPY

INVOICE

WESTERN WELDING CO., Inc.

9411 S. E. FOSTER ROAD — Phone PRospect 1-5460
PORTLAND 66, OREGON

Rebuilders and New Parts Sales

Representing "WEAR-WELD" Products and ALLIED LINES
TRACTOR and SHOVEL PARTS — "CAT" — "IHC" — "AC" — "NORTHWEST"

NO. 250

Date 8/3/61

Your Req. No. 8900

Our Job No. 1372

Terms NET

SOLD TO
Keystone Construction Co., Inc.
P. O. Box 55
Prineville, Oregon

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
2	D-9 Front Idlers Rebuilt	$ 297.50 ea.	$ 595.00
	Delivered to Pleasant Valley, Oregon Job via our truck		

Quality Has No Competition

RECEIVED
NOV 10 1961
FOR FILING

5769

November 9, 1961

Western Welding Co., Inc.
9411 S.E. Foster Road
Portland 66, Oregon

Attention: Mr. T. R. Williams
President

Gentlemen:

This is to acknowledge your claim letter of November 7 and the attached invoices in the amount of $1,190 for labor and materials furnished to Keystone Construction Company, Inc.

This appears to be in connection with the following Keystone Construction Company contracts in Baker County:

Contract No. 5604, for grading on the Baker-Pleasant Valley Section of Old Oregon Trail Highway.

✓Contract No. 5769, for grading and paving on the Pleasant Valley-Hill Creek Section of Old Oregon Trail Highway.

So that there will be no misinterpretation of the law, we are forwarding your claim to the Secretary of State for filing. In the meantime this information will be noted in our records, and we will advise the surety and the contractor that it has been received.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM.

CWH:jmc

NOTED ON CARD
JC

RECEIVED
15 1961
FOR FILING

[illegible]

5769

November 8, 1961

Banta, Silven, Horton & Young
1940 Third Street
Baker, Oregon

Attention: Mr. John S. Horton

Gentlemen:

This is to acknowledge your letter of November 2 and the attached affidavit.

As requested, we are enclosing a certified copy of each of the following Keystone Construction Company's contracts and bonds:

No. 5604, Baker-Pleasant Valley Project
No. 5769, Pleasant Valley-Hill Creek Project.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM.

Encls.

CWH:jmc

LAW OFFICES
BANTA, SILVEN, HORTON & YOUNG
1950 THIRD STREET
BAKER, OREGON
JACKSON 3-4442

HAROLD BANTA
DAVID C. SILVEN
JOHN S. HORTON
THOMAS F. YOUNG

NICHOLS & HALLOCK
1919-1922
NICHOLS, HALLOCK & DONALD
1923-1929
HALLOCK, DONALD & BANTA
1930-1945
HALLOCK, DONALD, BANTA & SILVEN
1946-1950
HALLOCK, BANTA, SILVEN & HORTON
1951-1954
BANTA, SILVEN & HORTON
1955-1959

November 2nd, 1961

Mr. Floyd Query
Secretary, Oregon State Highway Commission
Salem, Oregon

Re: Basche Sage Hardware Company

Dear Sir:

We enclose herewith notice of claims of the above captioned company, duplicates of which have been filed with the Secretary of State. Also enclosed is affidavit in connection with the various claims furnished for the purpose of securing copies of contracts and bond involved with the claims. We need Contract Nos. 5604 and 5769 of Keystone Construction Company, together with their bond.

Thanking you in advance, we remain,

Very truly yours,

BANTA, SILVEN, HORTON & YOUNG

By John S. Horton

JSH:bb
enc.

Cec, please handle
FQ

RECEIVED
1961
OREGON
STATE HIGHWAY COMMISSION

STATE OF OREGON,)
ss:
County of Baker.)

I, F. C. BASCHE, being first duly sworn on oath, depose and say:

That I am president of Basche Sage Hardware Company, an Oregon corporation, with its principal office and place of business in Baker, Oregon; that said company has supplied materials to Keystone Construction Company, Cartwright Construction Company and Stan Reffett, prime contractor or sub-contractors under co ntracts numbers 5604 and 5769 for their prosecution work provided in said contracts, namely grading on the Baker-Pleasant Valley section of the Old Oregon Trail Highway and grading and paving on the Pleasant Valley-Hill Creek section of the Old Oregon Trail Highway, and that the said company's claims against said contractors have not been paid.

This affidavit is furnished pursuant to O.R.S. 279.515 and it is requested that a certified copy of the original contracts and bonds enumerated be furnished to the undersigned.

F. C. Basche.
President, Basche Sage Hardware Co.

SUBSCRIBED and SWORN TO before me this 3rd day of November, 1961.

Notary Public for Oreg
My Commission Expires: [illegible]

NOTICE OF CLAIM

TO: Secretary of State, and
Clerk, Oregon State Highway Commission

NOTICE IS HEREBY GIVEN, that the undersigned, Basche Sage Hardware Company, an Oregon corporation, with its principal office and place of business in Baker, Oregon, has a claim for materials furnished to one Stan Reffett, a sub-contractor, under McWaters Construction Company, a sub-contractor, under Keystone Construction Company, Inc., in the sum of $163.54, against the bond taken from the American Insurance Company, surety, and Keystone Construction, Inc., principal, for the work of grading on the Baker-Pleasant Valley section of the Old Oregon Trail Highway and grading and paving on the Pleasant Valley-Hill Creek section of the Old Oregon Trail Highway under contracts No. 5604 and 5769, of said Keystone Construction Company, Inc., with Oregon State Highway Commission.

Dated this 2nd day of November, 1961, at Baker, Oregon.

BASCHE SAGE HARDWARE COMPANY

By H C Basche.

SUBSCRIBED and SWORN TO before me this 2nd day of November, 1961.

John S [illegible]

Notary Public for Oregon
My Commission Expires: 9/20/65

claim already filed with Sec. of State, 8-23-61

RECEIVED
OCT 30 1961
FOR FILING

[illegible]

5769

October 27, 1961

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 2-Supplemental covering directional signing on the Pleasant Valley-Hill Creek Section of the Old Oregon Trail Highway in Baker County, Contract No. 5769, in connection with Federal Aid Project No. I-80N-7(8)316.

This supplement covering an increase of $1,026.21 above the original estimate is occasioned by increased cost of materials to the contractor and the use of additional signs throughout the project.

This supplement has been verbally approved by the BPR District Engineer.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

DBP:lt

Enc.

RECEIVED
OCT 30 1961
FOR FILING

5769

October 27, 1961

Mr. Clarence D. Porter
Claims Adjuster
1221 Failing Building
Portland 4, Oregon

Dear Sir:

Enclosed is a copy of voucher covering the period September 5, 1961 to October 5, 1961 on the Pleasant Valley-Hill Creek Section of the Old Oregon Trail Highway, Contract No. 5769, Keystone Construction Co. Inc., contractors, as you previously requested.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

Enc.

CT:cr

RECEIVED
OCT 23 1961
FOR FILING

[illegible]

5769

October 23, 1961

Clarence D. Porter
1221 Failing Building
Portland 4, Oregon

Dear Sir:

This is to acknowledge receipt of your letter of October 19 concerning claims which have been filed in this office on the Keystone Construction Co. Contracts 5604 and 5769.

As requested, we are attaching a list of claims which have been filed on each contract from July 1, 1961 to date.

Yours very truly,

Secretary
OREGON STATE HIGHWAY COMMISSION

Enc.

CWH:fp

CONTRACTOR: Keystone Construction Co. Inc., P. O. Box 55, Prineville, Oregon

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Contract #5604 - Claims:

8/1/61 - Letter from Div. Office (LaGrande) re sign on stockpile from Internal Revenue (by R. E. Betley) due to tax lien against Cartwright Const. Co. (subcon).
8/2/61 - Surety notified. cc to contractor.
8/7/61 - Letter from Robert V. Chrisman (Atty.) for Jack's Tire Service re claim for tires in amt. of $9,030.72.
8/9/61 - Ackn. receipt of above letter. Surety notified. cc to contractor.
8/9/61 - Letter from G-K Mach. Co. re claim for parts-supplies-rentals in amt. of $5,121.57. (Contract #5769 involved).
8/15/61 - Ackn. receipt of above letter. Surety notified. cc to contractor. Sec. of State notified re filing claim.
8/16/61 - Notification from Sec. of State re filing G-K Mach. Co. claim this date.
8/17/61 - Surety notified.
8/15/61 - Letter from Robert V Chrisman (Atty.) for Jack's Tire Service re claim for tires in amt. of $9,030.72 + 6% interest from 6/15/61.
8/17/61 - Ackn. receipt of above letter. Claim sent to Sec. of State for filing.
8/18/61 - Notification from Sec. of State re filing above claim dated 8/17/61. Surety notified. cc to contractor.
8/11/61 - Letter from Basche-Sage Hdw. Co. to R. R. Cameron re claims against Cartwright Const. Co. (subcon). in amts. of $3,747.38 + $598.74.
8/18/61 - Transmittal letter from C. H. Baker (Field Eng.) with above letter attached.
8/22/61 - Ackn. receipt of B-S Hdw. Co. letter. Surety notified. cc to contractor. Claim sent to Sec. of State for filing.
8/16/61 - Claim letter from Basche-Sage Hdw. Co re claim for materials furnished to Stan Reffett (subcon) under McWaters Const. Co. (subcon) under Keystone Const. Co. Inc., in amt. of $163.54. (#5769 involved).
8/19/61 - Transmittal from R. R. Cameron to A. F. Parson with above letter enclosed.
8/21/61 - Transmittal from A. F. Parson to this office with the above enclosed.
8/23/61 - Ackn. receipt of B-S Hdw. Co. letter. Surety notified. cc to contractor. Claim sent to Sec. of State for filing.
9/5/61 - Letter from Atlas Chemical Industries, Inc., re claim in amt. of $2,960.00.
9/8/61 - Ackn. above letter. Forwarded letter to Sec. of State for filing. Notified surety. cc to contractor.
9/14/61 - Notification from Sec. of State re filing Atlas Chem. Ind. claim in amt. of $2,960.00. Filed 9/11/61.
10/12/61 - Letter from Sec. of State re receipt of 3 notices of claim from Kobin & Meyer (Attys.) for Geo M. Philpott Co. Oreg. Ltd., in amt. of $11,844.15 each, for equipment rental-parts-materials. Filed 10/5/61. (#5769 involved).
10/13/61 - Surety notified. cc to contractor.
10/16/61 - Letter from Basche-Sage Hdw. Co. clarifying claim of $163.54 as being against Stan Reffett (subcon) under McWaters Const. (subcon) under Keystone. (#5769 involved.)
10/18/61 - Ackn. receipt of above letter.

CONTRACTOR: Keystone Construction Co. Inc., P. O. Box 55, Prineville, Oregon

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Contract #5769 - Claims:

8/1/61 - Letter from Div. Office (LaGrande) re sign on stockpile from Internal Revenue (by R. E. Betley) due to tax lien against Cartwright Const. Co. (subcon).

8/2/61 - Surety notified. cc to contractor.

8/3/61 - Claim sent to Sec. of State from Mercer Steel Co. Inc., for steel tie wire in amt. of $4,000.00.

8/4/61 - Letter from Sec. of State re filing Mercer claim this date.

8/7/61 - Ackn. receipt of Mercer Steel Co. Inc. claim letter. Surety notified. cc to contractor.

8/9/61 - Letter from G-K Mach. Co. re claim for parts-supplies-rentals in amt. of $5,121.57. (Contract #5604 involved).

8/15/61 - Ackn. receipt of above letter. Surety notified. cc to contractor. Sec. of State notified re filing claim.

8/16/61 - Notification from Sec. of State re filing G-K Mach. claim this date.

8/17/61 - Surety notified.

8/16/61 - Claim letter from Basche-Sage Hdw. Co re claim for materials furnished to Stan Reffett (subcon.) under McWaters Const. Co. (subcon.) under Keystone in amt. of $163.54. (#5604 involved).

8/19/61 - Transmittal from R. R. Cameron to A. F. Parson with above letter enclosed.

8/21/61 - Transmittal from A. F. Parson to this office with the above enclosed.

8/23/61 - Ackn. receipt of B-S Hdw. Co. letter. Surety notified. cc to contractor. Claim sent to Sec. of State for filing.

9/7/61 - Received undated letter from Bonyhadi & Hall (Attys.) for AGC-Teamsters Welfare Trust re claim for delinquent contributions under labor agreement since 4/1/61. Ackn. receipt of letter. Surety notified. cc to contractor. (No amt. given).

9/5/61 - Letter from Atlas Chemical Ind., Inc., re claim in amt. of $17,844.92.

9/8/61 - Ackn. above letter. Forwarded letter to Sec. of State for filing. Sutety notified. cc to contractor.

9/14/61 - Notification from Sec. of State re filing Atlas Chem. Ind. claim in amt. of $17,844.92. Filed 9/11/61.

9/14/61 - Letter from Robert V. Chrisman (Atty.) for Jack's Tire Service re claim for tires in amt. of $9,030.72 + 6% interest. Notice of Claim enclosed.

9/18/61 - Ackn. receipt of above letter. Surety notified. cc to contractor. Claim sent to Sec. of State for filing.

9/20/61 - Notification from Sec. of State re filing Jack's Tire Service claim for $9,030.72. Filed 9/19/61.

9/21/61 - Letter from Rogers Asphalt Paving Co., re claim for asphaltic concrete in amt. of $745.11.

9/27/61 - Ackn. receipt of above letter. Surety notified. cc to contractor.

9/27/61 - Claim letter sent to Sec. of State for filing.

10/2/61 - Notification from Sec. of State re filing Rogers Asphalt Paving Co. claim in amt. of $745.11. Filed 9/29/61.

10/12/61 - Letter from Sec. of State re receipt of 3 notices of claim from Kobin & Meyer (Attys.) for Geo. M. Philpott Co. Oreg. Ltd., in amt. of $11,844.15 each, for equipment rental-parts-materials. Filed 10/5/61. (#5604 involved.)

10/13/61 - Surety notified. cc to contractor.

10/16/61 - Letter from Basche-Sage Hdw. Co clarifying claim of $163.54 as being against Stan Reffett (subcon) under McWaters Const. (subcon) under Keystone. (#5604 involved.)

10/18/61 - Ackn. receipt of above letter.

RECEIVED
OCT 20 1961
FOR FILING

[illegible]

5769

October 18, 1961

Basche-Sage Hardware Company
P. O. Box 151
Baker, Oregon

Attention: Mr. R. J. Sheehy
Credit Manager

Gentlemen:

This is to acknowledge receipt of your claim letter of October 16 informing us that the claim which you filed in the amount of $163.54 in connection with the Keystone Construction Company Contract Nos. 5604 and 5769 is due from Mr. Stan Reffett, a subcontractor under McWaters Construction Co., who in turn was a subcontractor under Keystone Construction Company. This information will be noted in our records.

You state that S & D Construction Co. owe you $1,449.85 in connection with the Meacham Railroad Overcrossing Project. Our records indicate this to be in connection with State Highway Contract No. 5703 with S & D Construction Co. for the Meacham Railroad Overcrossing on the Deadman's Pass-Meacham Section of the Old Oregon Trail Highway in Umatilla County.

The Home Indemnity Company, through Seth Leavens Agency, 500 Jackson Tower, Portland, furnished the performance bond, which is given to assure completion of the contract and payment of all bills incurred in it.

So that there will be no misinterpretation of the law, we are forwarding your claim letter to the Secretary of State for filing. In the interim, we will advise the surety and the contractor that it has been received.

Yours very truly,

NOTED ON CARD

Secretary
OREGON STATE HIGHWAY COMMISSION

CWH:fp

RECEIVED
OCT 17 1961
FOR FILING

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD
FLOYD QUERY, SECRETARY
SALEM

5169

NOTED
W. C. WILLIAMS

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

October 13, 1961

American Insurance Company
McLaughlin Building
1220 S. W. Columbia
Portland 1, Oregon

Gentlemen:

Attached are copies of three Notices of Claim, each in the amount of $11,844.15, which have been filed with the Secretary of State by Kobin and Meyer, Attorneys at Law, on behalf of George H. Philpott Co. Oreg. Ltd. for rental of equipment and furnishing of parts and materials to Keystone Construction Company, Inc.

These claims appear to be in reference to the Keystone Construction Company, Inc. Contract 5604, grading Baker-Pleasant Valley section, and Contract 5769, grading-paving Pleasant Valley-Hill Creek section, on the Old Oregon Trail Highway in Baker County.

We provide this information as your company appears as surety on the performance bonds furnished with these contracts.

Very truly yours,

ORIGINAL SIGNED
FLOYD QUERY

Secretary
OREGON STATE HIGHWAY COMMISSION

Att:
rj

cc: Cole, Clark & Cunningham, Inc., Portland
Keystone Construction Company, Inc., Prineville
M. K. McIver
Glenn L. Jackson
W. C. Williams
Forrest Cooper

RECEIVED
OCT 13 1961
OFFICE OF
STATE HIGHWAY ENGINEER

C
O
P
Y

STATE OF OREGON
DEPARTMENT OF STATE

SALEM 10

October 12, 1961

Mr. Floyd Query, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We have received from Paul R. Meyer, c/o Kobin & Meyer, Attorneys at Law, 314 Oregon Bank Building, Portland 4, Oregon three notices of claim and filed October 5, 1961 by George M. Philpott Co. Oreg., Ltd. against Keystone Construction Co., as principal and American Surety Company of New York, surety, for the work relating to the Baker-Pleasant Valley Section of Old Oregon Trail Highway being performed under Oregon State Highway Department Contract No. 5604 and relating to the Pleasant Valley-Hill Creek Section in the sums of $11,844.15 and being performed under Oregon State Highway Contract No. 5769.

We are enclosing three copies of the claims for your information and files.

Kindly acknowledge receipt of the copies on the enclosed carbon copy.

Sincerely,

HOWELL APPLING, JR.
Secretary of State
By

Public Records Section

GS:FK
Enc.

NOTICE OF CLAIM

TO: STATE OF OREGON, by and through
the STATE HIGHWAY DEPARTMENT

Notice is hereby given that the undersigned **GEORGE M. PHILPOTT CO. OREG., LTD.**, has a claim for the rental of equipment and furnishing of parts and materials from approximately April 1, 1960, to August 31, 1961, in the sum of $11,844.15 against the bond taken from KEYSTONE CONSTRUCTION CO., as principal, and AMERICAN SURETY COMPANY of New York, as surety, for the work relating to Pleasant Valley - Hill Creek Section of Old Oregon Trail Highway being performed under Oregon State Highway Department Contract No. 5769.

This notice is given pursuant to ORS Chapter 279.

DATED this 2d day of October, 1961.

GEORGE M. PHILPOTT CO. OREG., LTD.

By ______________________

File # 3871

FILED
OCT 5 1961
HOWELL APPLING, JR.
SECRETARY OF STATE

RECEIVED
OCT 12 1961

FOR FILING

[illegible]

5769

October 11, 1961

Mr. C. C. Pulk
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 6-Supplemental covering slide correction on the Pleasant Valley-Hill Creek Section of the Old Oregon Trail Highway in Baker County, Contract No. 5769, in connection with Federal Aid Project No. I-80N-7(8)316.

Order for Extra Work No. 6 was approved by the BPR September 12, 1961. It is necessary to extend the area covered by the original order and do more work than estimated at that time.

This additional work has been verbally recommended for approval by the BPR Area Engineer.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

DBP:jb
Enc.

FORM CD-121

UNITED ST[illegible]ES GOVERNMENT

RECEIVED
[illegible] 16 1961
FOR FILING

Memorandum

[illegible] DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street, N.E.
Salem, Oregon

TO : Mr. W. C. Williams, State Highway Engineer
Salem, Oregon

DATE: October 4, 1961

9969-U Polk

FROM : C. G. Polk, Division Engineer
08-35.4-DB Salem, Oregon

SUBJECT: Oregon Project I-80N-7(8)316
Pleasant Valley-Hill Creek Section
Old Oregon Trail Highway, et al -
Modification of Specifications

Reference is made to Mr. Harra's letter of September 26, 1961 requesting our approval of a modification of the specified gradation requirement of No. 80 - 200 size material in asphaltic concrete aggregate from a minimum of 3 percent to a minimum of 2 percent on the subject project and those projects listed below which were advanced to the construction stage prior to your modification of the specification, dated March 1961.

Inasmuch as the paving work has either not been started or is just getting well under way, approval of the requested modification is hereby granted for use on the following listed projects:

PROJECT NO.	SECTION	HIGHWAY
I-80N-7(8)316	Pleasant Valley-Hill Creek	Old Oregon Trail
I-80N-2(20)39	Mult. Co. Line-E. Cascade Locks	" " "
I-80N-6(19)227 I-80N-6(14)227	Deadmans Pass-Meacham	" " "
I-5-3(16)145	Rice Hill-N. Oakland Jct.	Pacific
I-5-1(13)28	Seven Oaks-Jackson St.	"
I-5-1(22)50	Grants Pass-Evans Cr.	"
I-5-6(5)298	S.W. Lowell St.-S.W. 11th St. (Ptld)	Pacific
F-132(11)	New Era-Canby	Pacific East
F-304(6)	Clackamas O'xing-Park Place	Cascade
F-127(11)	Applegate River-Grants Pass	Redwood
U-196(21)	Pine St.-Market Drive(Lebanon)	Santiam
F-145(11)	Irrigon-Umatilla	Columbia River
F-80(5)	Rhinehart-Elgin	Wallowa Lake
F-183(13)	Hillsboro-Reedville	Tualatin Valley

This approval does not include Projects I-5-5(18)274, Willamette River Bridge-Woodburn Interchange and I-5-6(16)301, Page Street-Main Street (Portland) Sections of the Pacific Highway included in your letter, as the paving work thereon was either completed or substantially completed prior to the date of your request.

NOTED
FORREST COOPER

RECEIVED
[illegible] 1961
[illegible]
STATE HIGHWAY ENGINEER

[illegible]
Edwards
Harra

RECEIVED
[illegible] 1961
FOR FILING

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

5769

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

September 27, 1961

Hon. Howell Appling, Jr.
Secretary of State
121 State Capitol
Salem, Oregon

Attention: Mr. George C. Stephens

Dear Mr. Appling:

Attached is a claim letter for filing in the amount of $745.11 received from Rogers Asphalt Paving Company, LaGrande, for asphaltic concrete furnished to Keystone Construction Company, Inc.

This appears to be in connection with State Highway Contract 5769 for grading-paving the Pleasant Valley-Hill Creek Section on the Old Oregon Trail Highway in Baker County.

The American Insurance Company, through Cole, Clark and Cunningham, Inc., 222 S. W. 4th Avenue, Portland 4, furnished the performance bond on this contract.

Please acknowledge receipt of this claim on the enclosed copy of this letter.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

Att. File # 3863

FILED
SEP 29 1961
HOWELL APPLING, JR.
SECRETARY OF STATE

NOTED ON CARD

RECEIVED
OCT 2 1961
OREGON
STATE HIGHWAY COMMISSION

September 27, 1961

Hon. Howell Appling, Jr.
Secretary of State
121 State Capitol
Salem, Oregon

Attention: Mr. George C. Stephens

Dear Mr. Appling:

Attached is a claim letter for filing in the amount of $745.11 received from Rogers Asphalt Paving Company, LaGrande, for asphaltic concrete furnished to Keystone Construction Company, Inc.

This appears to be in connection with State Highway Contract 5769 for grading-paving the Pleasant Valley-Hill Creek Section on the Old Oregon Trail Highway in Baker County.

The American Insurance Company, through Cole, Clark and Cunningham, Inc., 222 S. W. 4th Avenue, Portland 4, furnished the performance bond on this contract.

Please acknowledge receipt of this claim on the enclosed copy of this letter.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

Att:

CWH:rj

NOTED ON CARD

RECEIVED
SEP 29 1961
FOR FILING

[illegible]

5769

September 27, 1961

Rogers Asphalt Paving Company
P. O. Box 200
LaGrande, Oregon

Gentlemen:

This is in reply to your claim letter of September 21 stating that Keystone Construction Company owes you $745.11 for asphaltic concrete used on frontage roads on State Highway Project 5769. Our records indicate this to be the Keystone Construction Company, Inc. contract for grading-paving the Pleasant Valley-Hill Creek Section on the Old Oregon Trail Highway in Baker County. This contract was approximately 74% complete as of September 15th.

The American Insurance Company, through Cole, Clark and Cunningham, Inc., 222 S. W. 4th Avenue, Portland 4, furnished the performance bond which is given to assure completion of the contract and payment of all bills incurred in it. The State does not make payment of claims, but looks to the prime contractor and surety for such payment.

So that there will be no misinterpretation of the law, we are forwarding your claim to the Secretary of State for filing. This action will protect your claim under the bond. In the interim this information will be noted in our records and we will advise the surety and the contractor of the receipt of your claim.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

CWH:rj

NOTED ON CARD

September 27, 1961

American Insurance Company
McLoughlin Building
1220 S. W. Columbia
Portland 1, Oregon

Gentlemen:

A claim letter dated September 21 has been received from Rogers Asphalt Paving Company, LaGrande, advising that Keystone Construction Company owes them $745.11 for asphaltic concrete used on frontage roads on State Highway Project 5765.

This appears to be in connection with the Keystone Construction Company, Inc. Contract for grading-paving the Pleasant Valley-Mill Creek Section on the Old Oregon Trail Highway in Baker County.

This claim has been forwarded to the Secretary of State for filing. Attached is a copy for your file. We provide this information as your company appears as surety on the performance bond furnished with this contract.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

Att:

CWM:rj

cc: Cole, Clark & Cunningham, Inc.
Keystone Construction Company
R. E. McIver
Glenn L. Jackson
R. C. Williams
Forrest Cooper

NOTED ON CARD
dc

ROGERS ASPHALT PAVING CO.
O. K. ROGERS, OWNER
P. O. BOX 200 — PHONE WO 3-3633
LA GRANDE, OREGON

September 21, 1961

Secretary of Oregon State Highway Commission
Salem, Oregon

Dear Sir:

On June 24th I received a purchase order, #6351, sent by A. J. Chinn, Purchasing Agent, for Keystone Construction Company, Pleasant Valley, Oregon. This purchase order was for hot mix asphaltic concrete to be used on the frontage roads on your Project #5769. During the month of July they picked up and used 93.19 tons, at the first of August they picked up an additional 9.88 tons at $7.25 a ton making the total amount due $745.11. I billed Keystone Construction for July purchase on August 4th and before furnishing any of the material I specifically asked them when and how I would be paid for this. Their superintendent said "Immediately upon receipt of estimate." I know this material was turned in on the July estimate but they did not pay it and telephone calls to them only result in excuses. Is it necessary for me to do anything other than notify you of this transaction, or should I notify their bonding company also? I would appreciate your help in this matter.

Sincerely yours,

ROGERS ASPHALT PAVING COMPANY

O. K. Rogers

OKR:rr

RECEIVED
SEP 22 1961
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
SEP 19 1961
FOR FILING

5769

September 18, 1961

Mr. Robert V. Chrisman
Attorney at Law
Chrisman Office Building
Enterprise, Oregon

Dear Sir:

This is to acknowledge receipt of your letter of Sept. 14 and attached claim of your client, Jack's Tire Service, stating that Keystone Construction Co., Inc., owe them in the amount of $9,030.72 with interest thereon at 6 percent per annum from June 15, 1961 until paid. You state that this claim is for truck tires sold and delivered to Keystone Construction Co., Inc. on their Contract No. 5769.

Our records indicate this to be in connection with State Highway Contract No. 5769 for grading and paving the Pleasant Valley-Hill Creek Section of the Old Oregon Trail Highway in Baker County.

So that there will be no misinterpretation of the law, we are forwarding this claim to the Secretary of State for filing. In the meantime, this information will be noted in our records and we will advise the surety and the contractor that it has been received.

As requested, we are attaching a copy of the contract and bond covering this project.

Yours very truly,

Secretary
OREGON STATE HIGHWAY COMMISSION

Enc.
CWH:fp

NOTED ON CARD

ROBERT V. CHRISMAN
ATTORNEY AND COUNSELOR AT LAW
CHRISMAN OFFICE BUILDING
ENTERPRISE, OREGON
TELEPHONE 503

September 14, 1961

Hon. Floyd Query, Secretary
Oregon State Highway Commission
Salem, Oregon

Re: Keystone Construction Co.
State Highway Contract No. 5769

Dear Mr. Query:

I enclose herewith Notice of Claim of Jack Kreizenbeck doing business as Jack's Tire Service of Enterprise, Oregon, against the Keystone Construction Co., Inc. in the amount of $9,030.72, with interest thereon at 6% per annum from June 15, 1961, until paid, pursuant to O.R.S. 279.528.

Included in the Notice of Claim is the affidavit of Jack Kreizenbeck in compliance with the provisions of 279.512 and 279.515 O.R.S.

Will you please send me a copy of the contract and a copy of the bond referred to in the Notice and Affidavit enclosed.

Thanking you, I am

Cordially yours,

Robert V. Chrisman

Robert V. Chrisman

RVC:sc
cc: American Insurance Company
1220 S. W. Columbia Street
Portland 1, Oregon

Cec, please reply
FQ

RECEIVED
SEP 15 1961
OREGON
STATE HIGHWAY COMMISSION

NOTICE OF CLAIM AND AFFIDAVIT FOR COPY OF CONTRACT AND BOND.

To: STATE OF OREGON, Acting by and through the Oregon State Highway Commission - Attention: Honorable Howell Appling, Jr.:

Re: Keystone Construction Co., Inc. State Highway Contract #5769, Pleasant Valley - Hill Creek section of Old Oregon Trail Highway in Baker County.

STATE OF OREGON,)
: ss.
County of Wallowa.)

NOTICE IS HEREBY GIVEN That the undersigned, Jack Kreizenbeck, doing business as a sole trader under the firm name and style of JACK'S TIRE SERVICE, Enterprise, Oregon, has a claim for truck tires sold and delivered to Keystone Construction Co. in the sum of $9,030.72, together with interest thereon at the rate of six per cent per annum from June 15, 1961, until paid, against the bond taken from said Keystone Construction Co., Inc. and The American Insurance Company, a corporation, surety upon the performance bond of said Keystone Construction Co., Inc., which said truck tires were furnished for and in connection with State Highway Contract No. 5769 with said Keystone Construction Co., Inc. for grading the Pleasant Valley-Hill Creek section of the Old Oregon Trail Highway in Baker County, Oregon.

Said truck tires were sold and furnished said Keystone Construction Co., Inc. between the 25th day of May, 1961, and the 15th day of June, 1961, both dates inclusive, at the special instance and request of A. J. Chinn, a duly authorized agent and employee of said Keystone Construction Co., Inc. and the agreed purchase price of said truck tires was and is the said sum of $9,030.72, no part of which has been paid to the undersigned claimant.

I, the said JACK KREIZENBECK, being first duly sworn on oath say, that said truck tires were furnished and used on the above mentioned Pleasant Valley-Hill Creek section of said Old Oregon Trail Highway and that the said sum of $9,030.72 and said interest thereon has not been paid and is due and owing to the undersigned in its entirety.

IN WITNESS WHEREOF I have hereunto set my hand at Enterprise, Oregon, this 14th day of September, 1961.

Jack Kreizenbeck

Subscribed and sworn to before me this 14th day of September, 1961.

Notary Public for Oregon

My commission expires: Mar. 15, 1963

RECEIVED
SEP 15 1961
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
SEP 19 1961
FOR FILING

5769

September 18, 1961

American Insurance Company
McLaughlin Building
1220 S. W. Columbia
Portland 1, Oregon

Gentlemen:

A letter, dated September 14, 1961, with claim attached has been received from Mr. Robert V. Chrisman, Enterprise, on behalf of his client, Jack's Tire Service, advising that Keystone Construction Co., Inc., owe them for truck tires and delivery in the amount of $9,030.72.

This appears to be in connection with State Highway Contract No. 5769 with Keystone Construction Co., Inc., for grading and paving the Pleasant Valley-Hill Creek Section of the Old Oregon Trail Highway in Baker County.

This claim has been forwarded to the Secretary of State for filing. Attached is a copy of it.

We provide this information as your company appears as surety on the performance bond furnished with this contract.

Yours very truly,

Secretary
OREGON STATE HIGHWAY COMMISSION

CWH:fp

Enc.
CC:
Cole, Clark & Cunningham, Inc.
222 S. W. 4th Ave.
Portland 4, Oregon

Keystone Construction Co., Inc.
P. O. Box 55
Prineville, Oregon

Commissioners
Mr. W. C. Williams
Mr. Forrest Cooper

NOTED ON CARD

RECEIVED
SEP 19 1961
FOR FILING

[illegible]

5769

September 18, 1961

Hon. Howell Appling, Jr.
Secretary of State
Salem, Oregon

Dear Sir:

Attached is a claim for filing in the amount of $9,030.72 received from Robert V. Chrisman, Attorney on behalf of Jack's Tire Service, Enterprise, for truck tires sold and delivered to Keystone Construction Co. ,Inc.

This appears to be in connection with State Highway Contract No. 5769 with Keystone Construction Co., Inc., for grading and paving the Pleasant Valley-Hill Creek Section of the Old Oregon Trail Highway in Baker County.

Please acknowledge receipt of the claim on the enclosed copy of this letter.

Yours very truly,

Secretary
OREGON STATE HIGHWAY COMMISSION

Enc.

CWH:fp

NOTED ON CARD
dl

RECEIVED
SEP 20 1961
FOR FILING

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

5769

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

September 18, 1961

Hon. Howell Appling, Jr.
Secretary of State
Salem, Oregon

Dear Sir:

Attached is a claim for filing in the amount of $9,030.72 received from Robert V. Chrisman, Attorney on behalf of Jack's Tire Service, Enterprise, for truck tires sold and delivered to Keystone Construction Co. ,Inc.

This appears to be in connection with State Highway Contract No. 5769 with Keystone Construction Co., Inc., for grading and paving the Pleasant Valley-Hill Creek Section of the Old Oregon Trail Highway in Baker County.

Please acknowledge receipt of the claim on the enclosed copy of this letter.

Yours very truly,

Secretary
OREGON STATE HIGHWAY COMMISSION

Enc.

RECEIVED
SEP 20 1961
OREGON
STATE HIGHWAY COMMISSION

File # 3861

FILED
SEP 19 1961
HOWELL APPLING, JR.
SECRETARY OF STATE

RECEIVED
SEP 19 1961
HOWELL APPLING, JR.
SECRETARY OF STATE

NOTED ON CARD
dc

RECEIVED
SEP 14 1961
FOR FILING

5769

September 14, 1961

Mr. Clarence D. Porter
Claims Adjuster
1221 Failing Building
Portland 4, Oregon

Dear Mr. Porter:

Enclosed is a copy of voucher covering the period August 5, 1961 to September 5, 1961, by Keystone Construction Company on State Contract 5769, Pleasant Valley-Hill Creek grading and paving project as you have requested.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

CWT:lt
Enc.

RECEIVED
SEP 11 1961
FOR FILING

[illegible]

5769

September 8, 1961

Atlas Chemical Industries, Inc.
Wilmington 99
Delaware

Gentlemen:

This is to acknowledge receipt of your claim letter of September 5 advising that Keystone Construction Co., Inc., owe you $20,804.92 in connection with their two state highway contracts in Baker County, as follows:

Contract No. 5604 - Baker-Pleasant Valley Section - $2,960.00
Contract No. 5769 - Pleasant Valley-Hill Creek Section - $17,844.92

The American Insurance Company, through Cole, Clark & Cunningham, Inc., 222 S. W. 4th Ave., Portland 4, furnished the performance bond on each of these contracts, which is given to assure completion of the contract and payment of all bills incurred in it.

So that there will be no misinterpretation of the law, we are forwarding your claim letter to the Secretary of State for filing. In the interim, this information will be noted in our records and we will advise the surety and the contractor that it has been received.

Yours very truly,

Secretary
OREGON STATE HIGHWAY COMMISSION

CWH:fp

NOTED ON CARD

September 8, 1961

Hon. Howell Appling, Jr.
Secretary of State
Salem, Oregon

Attention: Mr. Geo. C. Stephens

Dear Sir:

Attached for filing is a claim letter, dated Sept. 5, received from Atlas Chemical Industries, Inc., Wilmington, Delaware, for materials furnished to Keystone Construction Co., Inc. This appears to be in connection with the following State Highway contracts:

Contract No. 5604 - Grading the Baker-Pleasant Valley Section of the Old Oregon Trail Highway in Baker County - $2,960.

Contract No. 5769 - Grading and Paving the Pleasant Valley-Hill Creek Section of the Old Oregon Trail Highway in Baker County - $17,844.92.

The American Insurance Company, through Cole, Clark & Cunningham, Inc., 222 S. W. 4th Ave., Portland 4, furnished the performance bond on each of these contracts.

Please acknowledge receipt of the claim letter on the enclosed copy of this letter.

Yours very truly,

Secretary
OREGON STATE HIGHWAY COMMISSION

Enc.

CWH:fp

NOTED ON CARD

September 8, 1961

American Insurance Company
McLaughlin Building
1220 S. W. Columbia
Portland 1, Oregon

Gentlemen:

A claim letter, dated September 5, has been received from Atlas Chemical Industries, Inc., Wilmington, Delaware, advising that Keystone Construction Co., Inc., owe them in the amount of $20,804.92. This appears to be in connection with the following State Highway contracts with Keystone Construction Co., Inc.:

Contract No. 5604 - Grading the Baker-Pleasant Valley Section of the Old Oregon Trail Highway in Baker County - $2,960.

✓ Contract No. 5769 - Grading and paving the Pleasant Valley-Hill Creek Section of the Old Oregon Trail Highway in Baker County - $17,844.92.

This claim letter has been forwarded to the Secretary of State for filing. Attached is a copy of it.

We provide this information as your company appears as surety on the performance bonds furnished with these contracts.

Yours very truly,

Secretary
OREGON STATE HIGHWAY COMMISSION

Enc.
CC:
Cole, Clark & Cunningham, Inc.
222 S. W. 4th Ave.
Portland 4, Oregon

NOTED ON CARD
fp

Keystone Construction Co., Inc.
P. O. Box 55
Prineville, Oregon

Commissioners
Mr. W. C. Williams
Mr. Forrest Cooper

CWH:fp

ATLAS CHEMICAL INDUSTRIES, INC.
WILMINGTON 99, DELAWARE

September 5, 1961

CERTIFIED LETTER

Floyd Query, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Mr. Query:

OUR FILE C&C:CEK

RE: Keystone Construction Company, Prineville, Oregon
Oregon State Highway Commission Project No. 5604
Near Baker-Pleasant Valley Section Highway 30
Project No. 5769 Pleasant Valley-Hill Creek Section Highway 30.

Based on information we have recently received with regard to the subject company's financial capacity, we are taking this means of informing you of their outstanding liability to us on the above mentioned projects. We intend to file against the subject's bonding company, American Insurance Company, to guarantee and protect our investment at this time.

For your information, we are attaching a statement showing the subject company's liability to us at the date of this writing. This liability is broken down according to the projects on which they are working.

Yours very truly,

J. O. LAURSEN, GENERAL CREDIT MGR.

BY: C. E. Karlsson

jo

Attachment.

RECEIVED
SEP 7 1961
OREGON
STATE HIGHWAY COMMISSION

Account of Keystone Construction Company with Atlas Chemical Industries, Inc. (Formerly Atlas Powder Co.) as of September 5, 1961.

Project No. 5604 Baker-Pleasant Valley Section Highway 30:

2/23/61	Inv. 005730	$1,225	
2/28/61	Inv. 006560	1,735	
3/24/61	Inv. 008110	1,160	$4,120
Less: 8/30/61 Payment			1,160
			$2,960

Project No. 5769 Pleasant Valley-Hill Creek Section Highway 30:

3/30/61	Inv. 008360	$1,637.50	
4/28/61	Inv. 010530	1,520.01	
4/28/61	Inv. 010700	37.55	
5/31/61	Inv. 013230	1,520.01	
5/31/61	Inv. 013250	1,475.00	
5/31/61	Inv. 013570	1,830.00	
6/21/61	Inv. 014880	3,245.00	
6/30/61	Inv. 016370	1,592.00	
7/19/61	Inv. 016830	1,544.50	
8/18/61	Inv. 020400	1,475.00	
8/18/61	Inv. 020420	1,325.00	
8/18/61	Inv. 020510	643.35	$17,844.92

Total amount owing in this account for both Project 5604 and Project 5769 is-------------------------------------- $20,804.92

RECEIVED
SEP 8 1961

FOR FILING
[illegible]

5769

September 7, 1961

Bonyhadi & Hall
Attorneys at Law
Executive Building
Portland 4, Oregon

Attention: Mr. Bruce M. Hall

Gentlemen:

This is to acknowledge your recent letter in behalf of your client, A.G.C.-Teamsters Welfare Trust, advising that Keystone Construction Co. is delinquent in contributions required under its labor agreement since April 1, 1961.

From the description given in your letter, this appears to be in connection with State Highway Contract No. 5769 with Keystone Construction Co. for grading and paving the Pleasant Valley-Hill Creek Section of the Old Oregon Trail Highway in Baker County.

The American Insurance Company, through Cole, Clark & Cunningham, Inc., 222 S. W. 4th Ave., Portland 4, furnished the performance bond which, as you know, is given to assure completion of the contract and payment of all bills incurred in it.

If your client wishes to protect the claim under the bond, it should be filed with the Secretary of State within six months after the contract has been accepted by the State Highway Commission. For your ready reference, we are attaching excerpts from the Oregon laws outlining the filing procedure.

In the meantime, this information will be noted in our records and we will advise the surety and the contractor that it has been received.

Yours very truly,

Secretary
OREGON STATE HIGHWAY COMMISSION

CWH:fp

[illegible]

f.t.

BONYHADI & HALL
ATTORNEYS AT LAW
EXECUTIVE BUILDING
PORTLAND 4, OREGON
CAPITOL 6-4727

ERNEST BONYHADI
BRUCE MACGREGOR HALL

State Highway Commission
Salem, Oregon.

#5769

Re: Keystone Construction Co.
Federal Aid Interstate Highway
Project No. 1 -80N-7(8)316
Baker-Pleasant Valley-Hillcreek Rd.

Gentlemen:

The undersigned represents the A.G.C.-Teamsters Welfare Trust to which the above employer is delinquent in the contributions required under its labor agreement since April 1, 1961. A demand letter has been forwarded this employer, and an informational copy is enclosed.

There are various formal procedures which can be followed to assure that before the bondsman is exonerated such contributions will be paid. However, I am informed that this job is virtually completed, and the employer intends departing the State of Oregon. Since under the terms of the trust agreement, a complaint is not filed until 10 days after a demand letter, may we request your assistance in assuring the compliance by this employer with its commitment for the protection of the Oregon workers involved.

Very Truly Yours,

Bruce M. Hall

Bruce M. Hall

RECEIVED
SEP 7 1961
OREGON
STATE HIGHWAY COMMISSION

INFORMATION COPY

BONYHADI & HALL
ATTORNEYS AT LAW
EXECUTIVE BUILDING
PORTLAND 4, OREGON
CAPITOL [illegible]

[illegible]
[illegible]

September 6, 1961

Federal Aid Interstate Highway Project No. 1-80N-7(8)316 located in Baker County and on the Baker-Pleasant Valley-Hillcreek Road.

Keystone Construction Co., Inc.
P. O. Box 55
Prineville, Oregon

Gentlemen:

The Administrator of the A.G.C.-Teamsters Welfare Trust, to which agreement you are a party, has indicated to me that your account for employer contributions is delinquent for hours worked beginning April 1, 1961.

The report for August hours will be due September 10 and delinquent September 20, 1961.

You are required under the agreement to make montly contributions dependent upon the number of hours worked by each employee covered by the collective bargaining agreement, or to notify the Administrator of the status of your account. Failure to do so is a violation of your Labor Agreement.

This letter will serve as formal request that you send in your delinquent account, or advise of your status, within 10 days from the date of this letter. These contributions are a vital part of your employee's welfare.

In the event you do not take these necessary steps within the time indicated, it will be necessary to commence appropriate legal action against you, which will include recovery of costs and disbursements incident thereto.

Very truly yours,

BONYHADI & HALL

Bruce M. Hall

Bruce M. Hall

BMH:rja

cc: A. G. C. Teamsters Welfare Trust
cc: Mark Holmes

RECEIVED
SEP 8 1961
FOR FILING

5769

September 7, 1961

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 6 covering slide removal and re-establishing right of way fence on the Pleasant Valley Hill Creek Section of the Old Oregon Trail Highway in Baker County, Contract No. 5769, in connection with Federal Aid Project No. I-80N-7(8)316.

It is necessary to remove slide material and reshape slopes where slides have occurred. Additional right of way will be required to shape the slopes. The fence will need to be removed and replaced on the new right of way line as part of this work.

This order has been verbally recommended for approval by the BPR Area Engineer.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

DBP:jb
Enc.

RECEIVED
SEP 8 1961
FOR FILING
5769

September 7, 1961

American Insurance Company
McLaughlin Building
1220 S. W. Columbia
Portland 1, Oregon

Gentlemen:

Attached is a copy of a letter received from Bonyhadi & Hall, Attorneys, in behalf of their client, A.G.C.-Teamsters Welfare Trust, stating that the Keystone Construction Co. is delinquent in contributions required under its labor agreement since April 1, 1961.

This appears to be in connection with State Highway Contract No. 5769 with Keystone Construction Co. for grading and paving the Pleasant Valley-Hill Creek Section of the Old Oregon Trail Highway in Baker County.

Attached also is a copy of Bonyhadi & Hall's demand letter of September 6 to the Keystone Construction Co.

We provide this information as your company appears as surety on the performance bond furnished with this contract.

Yours very truly,

Secretary
OREGON STATE HIGHWAY COMMISSION

Enc.
CC:
Cole, Clark & Cunningham, Inc.
222 S. W. 4th Ave.
Portland 4, Oregon

Keystone Construction Co., Inc.
P. O. Box 55
Prineville, Oregon

Commissioners
Mr. W. C. Williams
Mr. Forrest Cooper

CWH:fp

fp

RECEIVED
SEP 6 1961
FOR FILING

5769

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 31, 1961

SUBJECT: Rock
Pleasant Valley-Hill Creek
Contract # 5769 and 5604
Federal Tax Lien

To:
L. H. Young
Assistant Construction Engr.
Salem, Oregon

OFFICE

On August 14 a conference was held in the Internal Revenue Office in Portland with Mr. Drakulich, Jim Bodie who represents Keystone Construction Company, and myself. At that time the Federal tax lien was discussed and no decision was reached.

Subsequent to that time I wrote the Internal Revenue Department informing them that if the tax lien was not disolved that a complaint would be filed in Federal Court seeking an injunction against them for inforcement of the tax lien.

On August 30 I received a telephone call from the internal Revenue Agent stating that the matter had been discussed with their regional counselor and that they were withdrawing their lien on the stockpile and that we would be free to use the rock.

This should terminate this matter.

LEO V. NUTTMAN
Staff Attorney

LVN:ab

cc: Forrest Cooper
R. L. Porter
A. F. Parson
L. I. Lindas

RECEIVED
AUG 24 1961
FOR FILING

[illegible]
5769

August 23, 1961

American Insurance Company
McLaughlin Building
1220 S. W. Columbia
Portland 1, Oregon

Gentlemen:

A claim letter, dated August 16, 1961, has been received from Basche-Sage Hardware Company, Baker, Oregon, advising that McWaters Construction Company, sub contractor, owes them for material in the amount of $163.74. This appears to be in connection with the Keystone Construction Co., Inc. contracts, as follows:

Contract No. 5604, for grading on the Baker-Pleasant Valley Section of the Old Oregon Trail Highway, Baker County.

Contract No. 5769, for grading and paving on the Pleasant Valley-Hill Creek Section of the Old Oregon Trail Highway, Baker County.

This claim has been forwarded to the Secretary of State for filing. Attached is a copy of the claim.

We provide this information as your company appears as surety on the performance bonds furnished with these contracts.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM.

cc: Cole, Clark & Cunningham
222 S. W. 4th Avenue
Portland 4, Oregon

Keystone Construction Co., Inc.
P. O. Box 55
Prineville, Oregon
Commissioners McIver and Jackson
W. C. Williams
Forrest Cooper

NOTED ON CARD
dc

RECEIVED
AUG 24 1961
FOR FILING

5769

August 23, 1961

Hon. Howell Appling, Jr.
Secretary of State
121 State Capitol
Salem, Oregon

Attention: Mr. George C. Stephens

Gentlemen:

Attached is a claim letter for filing in the amount of $163.54 for material furnished to McWaters Construction Company, sub contractor for Keystone Construction Co., Inc. This appears to be in connection with two Keystone Construction Company's contracts, as follows:

Contract No. 5604, for grading on the Baker-Pleasant Valley Section of the Old Oregon Trail Highway, Baker County.

✓Contract No. 5769, for grading and paving on the Pleasant Valley-Hill Creek Section of the Old Oregon Trail Highway, Baker County.

The American Insurance Company, through Cole, Clark and Cunningham, Inc., 222 S.W. 4th Avenue, Portland 4, Oregon, furnished the performance bonds on both contracts.

Please acknowledge receipt of this claim on the enclosed copy of this letter.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM.

CWH:jmc

NOTED ON CARD
Jc

RECEIVED

5769

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

August 23, 1961

Basche-Sage Hardware Company
P. O. Box 151
Baker, Oregon

Attention: Mr. R. J. Sheehy
Credit Manager

Gentlemen:

This is to acknowledge receipt of your claim letter of August 16 in the amount of $163.54 for material furnished to the McWaters Construction Company, sub contractor for Keystone Construction Co., Inc.

Mr. R. R. Cameron, Resident Engineer, informs us that this is in reference to the Keystone Construction Co., Inc., contracts in Baker County, as follows:

Contract No. 5604, for grading on the Baker-Pleasant Valley Section of the Old Oregon Trail Highway.

Contract No. 5769, for grading and paving on the Pleasant Valley-Hill Creek Section of the Old Oregon Trail Highway.

So there will be no misinterpretation of the law, we are forwarding your claim to the Secretary of State for filing. In the meantime this information will be noted in our records and we will advise the surety and the contractor that it has been received.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM.

NOTED ON CARD
dc

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FOR FILING
FORM E-30X 25M 9-48 34988

5769

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OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

LaGrande, Oregon
August 21, 1961

SUBJECT: Claim for Unpaid Bills
Baker-Pleasant Valley &
Pleasant Valley-Hill Creek Sections
Contracts 5604 & 5769

To:

Mr. Floyd Query
Secretary
Salem

Herewith claim by Basche-Sage Hardware Company against McWaters Construction Company, subcontractor on subject projects.

Also enclosed is Mr. Camerons letter of transmittal.

A. F. Parson
Division Engineer

AFP:gb

cc - R. R. Cameron

Cec,
If Secty of State will
accept the claim for
filing, please do so.
Plus usual letters.
FQ

RECEIVED
JG 23 1961
FOR FILING

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OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Baker, Oregon
August 19, 1961

SUBJECT: Baker-Pleasant Valley &
Pleasant Valley-Hill Creek Sections
Contracts 5604 & 5769
Claim for Unpaid Bills

To:

Mr. A. F. Parson
Division Engineer

La Grande, Oregon

Herewith is a letter from the Basche-Sage Hardware Co. regarding bills incurred by Mr. Stanley Reffett for material furnished by Basche-Sage for Highway construction.

Mr. Reffett was an employee of McWater Construction Company, subcontractor for Keystone Construction Co. on both the Baker-Pleasant Valley and the Pleasant Valley-Hill Creek Sections.

The Hardware Co. is making a claim against the bonding company of the McWaters Construction Co. for the unpaid bills.

R. R. Cameron
Resident Engineer

RECEIVED
AUG 18 1961
FOR FILING

5769

August 17, 1961

American Insurance Company
McLaughlin Building
1220 S. W. Columbia
Portland 1, Oregon

Gentlemen:

We have received notification from the Secretary of State, dated August 16, 1961, that the claim of G-K Machinery Company, Boise, Idaho, in the amount of $5,121.57 against Keystone Construction Co., Inc., on our Contracts Nos. 5604 and 5769, has now been filed in his office, his File No. 3847.

A description of the claim was outlined in our letter to you of August 15, 1961.

Yours very truly,

Secretary
OREGON STATE HIGHWAY COMMISSION

fp

NOTED ON CARD
Lc

RECEIVED
UG 23 1961
FOR FILING

5169

COPY

BASCHE-SAGE HARDWARE COMPANY

August 16, 1961

Oregon State Highway Department
2695 Church St.
Baker, Oregon

Attention: R. R. Cameron

Gentlemen:

At this time I would like to file a claim against the Bonding Company for McWaters Construction Company. The McWaters Construction Company built the fences on the Interstate Highway East of Baker. Mr. Stanley Reffett who was a sub-contractor under McWaters owes us $163.54 for material furnished on the Highway project.

Very truly yours,

BASCHE SAGE HARDWARE CO.

R. J. Sheehy

Credit Manager

/em

RECEIVED
AUG 17 1961
FOR FILING

I-[illegible]

5769

August 16, 1961

Mr. Clarence D. Porter
1221 Failing Building
Portland 4, Oregon

Dear Mr. Porter:

We are enclosing a copy of the voucher for work done to August 5, 1961, by Keystone Construction Co. on State Contract No. 5769, Pleasant Valley-Hill Creek grading and paving project as you have requested.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

DBP:bm

RECEIVED
AUG 16 1961
FOR FILING

5769

D Cook

August 15, 1961

G-K Machinery Company
P. O. Box 2604
Boise, Idaho

Attention: Mr. R. L. Pratt
Manager

Gentlemen:

This will acknowledge your claim letter of August 9 stating that Keystone Construction Co. owe you in the amount of $5,121.57 for parts, supplies and rentals furnished on State Highway Contracts 5604 and 5769 with Keystone Construction Co.

So that there will be no misinterpretation of the law, we are forwarding this claim letter to the Secretary of State for filing.

In the meantime, this information will be noted in our records and we will advise the surety and the contractor that it has been received.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

CWH:fp

NOTED ON CARD
dc

RECEIVED
AUG 16 1961
FOR FILING

5769

D Cook

August 15, 1961

G-K Machinery Company
P. O. Box 2604
Boise, Idaho

Attention: Mr. R. L. Pratt
Manager

Gentlemen:

This will acknowledge your claim letter of August 9 stating that Keystone Construction Co. owe you in the amount of $5,121.57 for parts, supplies and rentals furnished on State Highway Contracts 5604 and 5769 with Keystone Construction Co.

So that there will be no misinterpretation of the law, we are forwarding this claim letter to the Secretary of State for filing.

In the meantime, this information will be noted in our records and we will advise the surety and the contractor that it has been received.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

CWH:fp

NOTED ON CARD
dc

August 15, 1961

Hon. Howell Appling, Jr.
Secretary of State
Salem, Oregon

Attention: Mr. Geo. C. Stephens

Dear Sir:

Attached for filing is a claim letter, dated August 9, 1961, in the amount of $5,121.57, from G-K Machinery Company, Boise, Idaho, for parts, supplies and rentals furnished to Keystone Construction Co.

This appears to be in connection with the following State Highway Contracts with Keystone Construction Co.:

No. 5604 for grading the Baker-Pleasant Valley Section of the Old Oregon Trail Highway in Baker County.

No. 5769 for grading and paving the Pleasant Valley-Hill Creek Section of the Old Oregon Trail Highway in Baker County.

Please acknowledge receipt of this claim letter on the enclosed copy of this letter.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

Enc.

CWH:fp

August 15, 1961

American Insurance Company
McLaughlin Building
1220 S. W. Columbia
Portland 1, Oregon

Gentlemen:

A claim letter, dated August 9, 1961, has been received from G-K Machinery Company, Boise, Idaho, stating that Keystone Construction Co. owe them in the amount of $5,121.57 for parts, supplies, and rentals. This appears to be in connection with the following State Highway Contracts with Keystone Construction Co.:

No. 5604 for grading the Baker-Pleasant Valley Section of the Old Oregon Trail Highway in Baker County.

No. 5769 for grading and paving the Pleasant Valley-Hill Creek Section of the Old Oregon Trail Highway in Baker County.

This claim letter has been forwarded to the Secretary of State for filing. Attached is a copy of it.

We provide this information as your company appears as surety on the performance bonds furnished with these contracts.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

Enc.
CC:
Cole, Clark & Cunningham, Inc.
222 S. W. 4th Ave.
Portland 4, Oregon

Commissioners
Mr. W. C. Williams
Mr. Forrest Cooper

Keystone Construction Co., Inc.
P. O. Box 55
Prineville, Oregon

CWH:fp

AFFILIATED WITH Rocky Mountain MACHINERY CO.

G-K Machinery Company

5200 FEDERAL WAY • P. O. Box 2604 • BOISE IDAHO
Phone 4-5593

August 9, 1961

Secretary of State of Oregon
State Highway Department
Salem, Oregon

Attention: Floyd Query

Gentlemen:

Notice is hereby given that the undersigned, G-K Machinery Company, 5200 Federal Way, P. O. Box 2604, Boise, Idaho, has a claim for parts, supplies, and rentals furnished to the Keystone Construction Company of Prineville, Oregon, in the amount of $5,121.57.

This is against the bond taken from the American Insurance Company through their agent, Cole, Clark and Cunningham, Inc., 222 S. W. 4th Avenue, Portland 4, Oregon. They were furnished on contract 5604 for grading the Baker-Pleasant Valley section of the old Oregon Trail highway, and contract 5769 for grading and paving the Pleasant Valley-Hill Creek section of the old Oregon Trail highway.

Yours very truly,

G-K MACHINERY COMPANY

R L Pratt

R. L. Pratt,
Manager

rlp/mg

cc: American Insurance Company

CERTIFIED MAIL

RECEIVED
AUG 11 1961
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
AUG 8 1961
FOR FILING

[illegible]

5769

August 7, 1961

American Insurance Company
McLaughlin Building
1220 S. W. Columbia
Portland 1, Oregon

Gentlemen:

Attached is a copy of a claim in the amount of $4,000.00 which has been filed with the Secretary of State by Mercer Steel Co., Inc. for reinforcing steel and tie wire furnished to Keystone Construction Co., Inc.

This appears to be in reference to the Keystone Construction Co., Inc. contract, 5769, grading, paving, Pleasant Valley-Mill Creek Section on the Old Oregon Trail Highway in Baker County.

We provide this information as your company appears as surety on the Performance Bond furnished with this contract.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

By
C. W. Head, Assistant Secretary

NOTED ON CARD
Al

CWH:mg

cc: Cole, Clark & Cunningham, Inc.
222 S. W. 4th Avenue
Portland 4, Oregon

Keystone Construction Co., Inc.
P. O. Box 55
Prineville, Oregon

COMMISSION
W. C. Williams
Forrest Cooper

STATE OF OREGON
DEPARTMENT OF STATE
SALEM, OREGON

HOWELL APPLING, JR.
SECRETARY OF STATE

August 4, 1961

Mr. Floyd Query, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We have received from Mercer Steel Co., Inc., Neil A. Austin, Controller, 2636 N. W. 26th Avenue, Portland 10, Oregon and filed as of this date, a notice of claim by Mercer Steel Co., Inc., for furnishing reinforcing steel and tie wire in the sum of $4,000.00 against the bond taken from Keystone Construction Company and the American Insurance Company, surety for the work on the construction of the Pleasant Valley-Hill Creek Section of the Old Oregon Trail Highway. State Highway Contract No. 5679. 5769

We are enclosing three copies of the claim for your information and files.

Kindly acknowledge receipt of the copies on the enclosed carbon copy.

Sincerely,

HOWELL APPLING, JR.
Secretary of State
By Geo O Stephens
Public Records Section

GS:FK
Enc.

RECEIVED
AUG - 7 1961
OREGON
STATE HIGHWAY COMMISSION

MERCER
STEEL CO., INC.

Reinforcing Steel and Building Specialties
CApitol 6-2511
2636 N. W. 26th AVE
PORTLAND 10, OREGON

August 3, 1961

CERTIFIED MAIL * RETURN RECEIPT REQUESTED

Howell A. Appling, Jr.
Secretary of State
121 State Capitol Building
Salem, Oregon

and

Floyd Query, Secretary
Oregon State Highway Department
State Highway Building
Salem, Oregon

Subject: Claim against bond - State Contract 5769
Pleasant Valley-Hill Creek Section
Old Oregon Trail Highway of Oregon State Highway

Notice is hereby given that the undersigned, Mercer Steel Co., Inc., an Oregon corporation, has a claim for furnishing reinforcing steel and tie wire in the sum of FOUR THOUSAND DOLLARS AND NO CENTS ($4,000.00) against the bond taken from Keystone Construction Company and the American Insurance Company as surety for the work on the construction of the Pleasant Valley-Hill Creek Section, Old Oregon Trail Highway.

MERCER STEEL CO., INC.

By Neil A. Austin
NEIL A. AUSTIN
CONTROLLER

File # 3842

FILED
AUG 4 - 1961
HOWELL APPLING, JR.
SECRETARY OF STATE

NAA:R

RECEIVED
AUG 4 - 1961
HOWELL APPLING, JR.
SECRETARY OF STATE

RECEIVED
AUG 8 1961
FOR FILING

5769

August 7, 1961

Mercer Steel Co., Inc.
2636 N. W. 26th Avenue
Portland 10, Oregon

Gentlemen:

This is to acknowledge receipt of your claim letter of August 3, in the amount of $4,000.00 for reinforcing steel and tie wire furnished to Keystone Construction Co., Inc. on State Highway Contract 5769.

We have received notification from the Secretary of State's office today that this claim was filed in his office on August 4, and was assigned file number 3842.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

By
C. W. Head, Assistant Secretary

NOTED ON CARD

CWH:mg

MERCER STEEL CO., INC.
2636 N. W. 26TH AVE.
PORTLAND 10, OREGON

August 3, 1961

CERTIFIED MAIL * RETURN RECEIPT REQUESTED

Howell A. Appling, Jr.
Secretary of State
121 State Capitol Building
Salem, Oregon

and

Floyd Query, Secretary
Oregon State Highway Department
State Highway Building
Salem, Oregon

Cec, please handle
FQ

Subject: Claim against bond - State Contract 5769
Pleasant Valley-Hill Creek Section
Old Oregon Trail Highway of Oregon State Highway

Notice is hereby given that the undersigned, Mercer Steel Co., Inc., an Oregon corporation, has a claim for furnishing reinforcing steel and tie wire in the sum of FOUR THOUSAND DOLLARS AND NO CENTS ($4,000.00) against the bond taken from Keystone Construction Company and the American Insurance Company as surety for the work on the construction of the Pleasant Valley-Hill Creek Section, Old Oregon Trail Highway.

MERCER STEEL CO., INC.

By Neil A Austin
NEIL A. AUSTIN
CONTROLLER

NAA:R

Rec. 10:30AM 8-4-61
FQuery

RECEIVED
AUG 3 1961
FOR FILING
[illegible]
5769

August 2, 1961

American Insurance Company
McLaughlin Building
1220 S. W. Columbia
Portland 1, Oregon

Gentlemen:

Pleasant Valley-Hill Creek
Contract No. 5769

Your company is the surety on a performance bond for Keystone Construction Company in the above-mentioned contract.

We have been advised by our division office in La Grande that the Internal Revenue Service has filed a tax lien and posted signs on the rock stockpiles for the construction of the above-mentioned contract. These signs, over the name of R. E. Betley, Director of Internal Revenue, contain warnings regarding the taking of materials from the stockpiles. The State Highway Department has made advances on the stockpile material in the amount of $137,239.30.

This matter is being called to your attention so that you may take whatever action is necessary to protect your interests.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM.

LVN:CWH:jmc

cc: American Insurance Company
Cole, Clark & Cunningham
222 S. W. 4th Avenue
Portland, Oregon

Keystone Construction Company
P. O. Box 55
Prineville, Oregon

Tom Edwards -- Attn: L. H. Young
A. F. Parson
L. I. Lindas -- Attn: Leo Nuttman

NOTED ON CARD

RECEIVED
AUG 2 1961
FOR FILING

5769

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 1, 1961

To:
Mr. L. I. Lindas
Chief Counsel
OFFICE

SUBJECT: Baker-Pleasant Valley
Contract #5604 and
Pleasant Valley-Hill Creek
Contract #5769

We have been advised by the Division Office that the Federal Government has filed a tax lien and posted the rock stockpile for the construction of the two subject-named contracts. This rock was produced by the Cartwright Construction Company under a subcontract with the Keystone Construction Company who are the prime contractors. The July estimate shows that approximately the following amounts were in stockpile and advances were made to the contractor under this estimate as indicated.

Contract #5604, Baker-Pleasant Valley

718	Rk. Oil Aggregates	@ $2.25	910 Cu. Yd.	$2,047.50
719	Crs. Mat'l in Base	@ 1.80	3,260 Cu. Yd.	5,868.00
720	3/4"-0 Cr. Mat'l in Base	@1.80	970 Cu. Yd.	1,746.00
				$9,661.50

Contract #5769, Pleasant Valley-Hill Creek

704	Oiling Aggregate	@$2.03	2,910 Cu. Yd.	$ 5,707.30
709	3/4"-0 Material	@ 1.12	6,600 Ton	7,392.00
715	A.C. Aggregates	@ 2.08	18,000 Cu. Yd.	36,540.00
716	1½"-0 Material	@ 0.95	92,000 Ton	87,400.00
				$137,239.30
				$146,900.80

WCW

It is possible that some rock has been utilized in the work since the July estimate. However, I have shown in the above tabulation the advance we made per ton or cubic yard on the material.

Signs have been placed on the stockpiles by the Internal Revenue Service with warnings regarding the taking of materials from these piles and signed by R. E. Betley, Director of Internal Revenue.

W. C. WILLIAMS

On the face of things, it would appear that the State has an interest in this material having made these advances on the same.

The foregoing information has been furnished you for such action as you deem appropriate.

I also wish to call to your attention that there have been signs that the Keystone Construction Company is in financial trouble and it might be well to notify their bonding company of this circumstance.

Tom Edwards
Construction Engineer

By L. H. Young

L. H. Young
Ass't. Construction Engineer

LHY:fp

cc Forrest Cooper
  R. L. Porter
  A. F. Parson

RECEIVED
AUG 1 1961
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
AUG 1 1961
~~FOR FILING~~

File

CONTRACTOR: Keystone Construction Co. Inc., P. O. Box 55, Prineville, Oregon

T-[illegible]

Contract #5769 - Claims:

5769

12/6/60 - Letter from Heavy Hauling Co. re claim for transporting machinery. No amt. given.
? Notation on letter from Keystone Const. Co. Inc., re pmt. of this account.
12/13/60 - Letter to Hall Heavy Hauling Co. requesting which contract this bill applied to - #5604 or #5769?
1/18/61 - Letter from Hall Heavy Hauling Co. stating account paid in full (#5769).
1/20/61 - Ackn. receipt of above letter. Surety notified. cc to contractor.
4/24/61 - Letter from Starline Equipment Co. re claim for $211.50.
4/26/61 - Ackn. receipt of above letter. Surety notified. cc to contractor.
5/16/61 - Letter from Starline Equipment Co. stating claim in amt. of $211.50 had been paid in full.
5/18/61 - Ackn. receipt of above letter. Surety notified. cc to contractor.
6/9/61 - Letter from Jackson & Johnson (Attys.) for Timms Machine Shop re claims against Keystone Const. Co. for $1,706.13 + $980.07 against Cartwright Const. Co. (subcon.) (Contract #5604 maybe involved)
6/14/61 - Ackn. receipt of above letter. Surety notified. cc to contractor.
6/27/61 - Letter to John Herr (Acctg.) confirming phone conversation with Ed. Curtin for American Ins. Co. requesting all pmts. to be payable to contractor, but mailed to surety's office in Portland.
6/27/61 - Letter from surety confirming phone conversation with CWH re all pmts. to be payable to contractor, but mailed to surety in Portland.
6/28/61 - Ackn. receipt of above letter. cc to contractor. cc to Auditor.

RECEIVED
JUN 29 1961

FOR FILING

I-80N-7(5)316

5769

June 28, 1961

American Insurance Group
Portland Branch Office
1220 S. W. Columbia Street
Portland 1, Oregon

Attention: Mr. E. Curtin
Claim Supervisor

Gentlemen:

This is to acknowledge receipt of your letter of June 27 concerning all payments by the State Highway Department to Keystone Construction Co., Inc., in connection with State Highway Contract No. 5769 for grading and paving the Pleasant Valley-Hill Street Section of the Old Oregon Trail Highway in Baker County.

As requested, present and future payments pertaining to this contract will be made payable to the Keystone Construction Co., Inc., and will be mailed to your company at the above address in Portland.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

cc Keystone Construction Co., Inc.
P. O. Box 55
Prineville, Oregon

Mr. C. H. Maison

NOTED ON CARD

1846
THE American Insurance Group

EDWARD W. RAMSDEN
BRANCH MANAGER

PORTLAND BRANCH OFFICE
1220 S. W. COLUMBIA STREET
PORTLAND 1, OREGON

TELEPHONE
CAPITOL 6-3761

June 27, 1961

State of Oregon
State Highway Department
Oregon State Highway Commission
Salem, Oregon

Attention: C. W. Head, Assistant Secretary

Re: Keystone Construction Company
Contract #5769

Gentlemen:

This will confirm our telephone conversation with Mr. Head today in which we requested that all payments by the State Highway Department to Keystone Construction Company in connection with Contract #5769 be made payable to Keystone Construction Company and sent to The American Insurance Company at 1220 S.W. Columbia Street, Portland 1, Oregon.

This is the same arrangement as we have with you in connection with Contract #5604.

Should any payments be made which will reach Keystone Construction in Prineville by noon, Thursday, June 29, they should be sent to the attention of the undersigned, otherwise they should be sent to Portland.

Very truly yours,

E. CURTIN
Claim Supervisor

EC:EV

RECEIVED
JUN 28 1961
OREGON
STATE HIGHWAY COMMISSION

AMERICAN AUTOMOBILE INSURANCE COMPANY
SAINT LOUIS

THE AMERICAN INSURANCE COMPANY
NEWARK

ASSOCIATED INDEMNITY CORPORATION
SAN FRANCISCO

RECEIVED
JUN 15 1961

FOR FILING

I-Bon.4(3)
5-769

June 14, 1961

American Insurance Company
McLaughlin Building
1220 S. W. Columbia
Portland 1, Oregon

Gentlemen:

A letter, dated June 9, 1961, has been received from Jackson & Johnson, attorneys in Baker, on behalf of Timms Machine Shop, advising that Keystone Construction Co., Inc. owe them $1,706.13 for work done in their machine shop; also that an amount of $980.07 is due them from Cartwright Construction Co., subcontractor to Keystone Construction Co., Inc.

This letter does not give a description of the contract or the contract number. Our records indicate that Keystone Construction Co., Inc. have two contracts in Baker County, as follows:

Contract No. 5604 for grading the Baker-Pleasant Valley Section of the Old Oregon Trail Highway.

Contract No. 5769 for grading and paving the Pleasant Valley-Hill Creek Section of the Old Oregon Trail Highway.

We have asked the attorneys for Timms Machine Shop to inform us which contract is involved. As soon as we receive this information we will give you the contract number.

We provide this information as your company appears as surety on the performance bond furnished with these contracts.

Very truly yours,

NOTED ON CARD
dc

Secretary
OREGON STATE HIGHWAY COMMISSION

CC:
Keystone Construction Co., Inc.
P. O. Box 55
Prineville, Oregon

Cole, Clark & Cunningham, Inc.
222 S. W. 4th Ave.
Portland 4, Oregon

Commissioners
Mr. W. C. Williams
Mr. Forrest Cooper

CWH:fp

RECEIVED
JUN 15 1961
FOR FILING

I. 80N-5(3)316

5769

June 14, 1961

Jackson & Johnson
Attorneys at Law
P. O. Box 851
Baker, Oregon

Attention: Mr. H. B. Johnson

Gentlemen:

This is to acknowledge receipt of your letter of June 9, on behalf of Timms Machine Shop, stating that Keystone Construction Co., Inc., owe them $1,706.13 for work done at their machine shop. You also advise that $980.07 is due them from Cartwright Construction Company, subcontractor.

Our records indicate that Keystone Construction Co., Inc., has two contracts in Baker County, as follows:

Contract No. 5604 for grading the Baker-Pleasant Valley Section of the Old Oregon Trail Highway. This project was approximately 96% complete as of June 2.

Contract No. 5769 for grading and paving the Pleasant Valley-Hill Creek Section of the Old Oregon Trail Highway. This job was approximately 61% complete as of June 2.

The American Insurance Company, through Cole, Clark & Cunningham, Inc., 222 S. W. 4th Ave., Portland 4, furnished the performance bond on both of these contracts. This bond, as you know, is given to assure completion of the contract and payment of all bills incurred in it. If your client wishes to protect the claims under the bond, they should be filed with the Secretary of State within six months after the contract has been accepted by the State Highway Commission. The State does not make payment on claims but looks to the prime contractor and the surety for such payment.

Will you please advise us which contract is involved?

You are no doubt familiar with the procedure for the filing of claims. However, for your ready reference we are attaching excerpts from the Oregon Laws outlining such filing. In the meantime this information will be noted in our records and we will advise the surety and the contractor that it has been received.

Very truly yours,

NOTED ON CARD
dc

Secretary
OREGON STATE HIGHWAY COMMISSION

RECEIVED
JUN 19 1961

FOR FILING

WILLIAM F. JACKSON
H. B. JOHNSON

5-7-6-7

JACKSON & JOHNSON
ATTORNEYS AT LAW
1927 COURT STREET - P O BOX 851
BAKER, OREGON

TELEPHONE
JACKSON 3-3834

June 9, 1961

Oregon State Highway Commission
State Capitol
Salem, Oregon

[illegible]
[illegible] 6/26

Re: Timms Machine Shop

Gentlemen:

For some time now, Mr. Timms has been carrying an account balance with the Keystone Construction Company in the amount of $1706.13 for work done at his machine shop. He has also been carrying an account balance for some time in the amount of $980.07 on behalf of the Cartwright Construction Company.

sub-wk jobs

It is our understanding the Keystone Construction Company is handling the matter of paying any obligations incurred by Cartwright.

We have made demand on Keystone for payment of this money, and we have also advised the holder of Keystone and Cartwright bonds that unless the matter is taken care of we will take legal proceedings to collect the same.

The bonding company official advised me to write to the Commission, with the belief that something would be done.

We would appreciate it if you could give us some assistance regarding this collection matter without the necessity of Mr. Timms having to go to the cost and expense of filing court proceedings to collect these amounts.

Very truly yours,

JACKSON & JOHNSON

H B Johnson
H. B. Johnson

HBJ:RL

Copies:

Keystone Construction Co.
Prineville, Oregon

Mr. Carl Timms
Timms Machine Shop
2815 Auburn Avenue
Baker, Oregon

RECEIVED
JUN 12 1961
OREGON
[illegible]AY COMM[illegible]

Cec, please reply

76

RECEIVED
MAY 19 1961

FOR FILING
I-80N-7(2)34
5769

May 18, 1961

Starline Equipment Company
P. O. Box 1977
Boise, Idaho

Gentlemen:

Thank you for your letter of May 16 advising us that the Keystone Construction Company has paid their account in full in the amount of $211.50, which is in connection with State Highway Contract 5769.

This information will be noted in our records and we will advise the surety and the contractor of this information.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

by:
C. W. Head, Assistant Secretary

CWH:rj

NOTED ON CARD
Ae

May 18, 1961

American Insurance Company
McLoughlin Building
1220 S. W. Columbia
Portland 1, Oregon

Gentlemen:

We have received a letter, dated May 16, 1961, from the Starline Equipment Company, Boise, Idaho, informing us that the Keystone Construction Company, Inc. has paid their account in full, in the amount of $211.50.

This appears to be in connection with the Keystone Construction Company, Inc. Contract 5769, grading-paving the Pleasant Valley-Mill Creek Section of the Old Oregon Trail Highway in Baker County.

We provide this information as your company appears as surety on the performance bond furnished with this contract.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

By:
C. W. Hood, Assistant Secretary

cc: Cole, Clark & Cunningham, Inc., 222 S. W. 4th Ave., Portland
Keystone Construction Company, Inc., P. O. Box 55, Prineville
M. K. McIver
Glenn L. Jackson
R. C. Williams
Forrest Cooper

CWH:rj

NOTED ON CARD
dc

STARLINE Equipment Company

503 SOUTH 16TH STREET ★ P. O. BOX 1977 ★ PHONE 4-8655
BOISE, IDAHO

May 16, 1961

Oregon State Highway Commission
State Highway Department
Salem, Oregon

Attn: Mr. Floyd Query
Secretary

Gentlemen:

On April 24, 1961, we wrote your office, advising that Keystone Construction Company owed us $211.50 in connection with State Highway Contract No. 5769.

We would like to advise you that Keystone Construction Company has now paid their account in full, and request that you mark your records accordingly.

We wish to thank you for your cooperation in this matter.

Very truly yours,

STARLINE EQUIPMENT COMPANY

Clydine Williams
Clydine Williams

Ac, please ack.
76

cw

RECEIVED
MAY 18 1961
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
MAY 5 1961
FOR FILING

I-80N-7(8)316

5769

May 4, 1961

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 5 covering the scaling of rock slopes beyond catch points on the Pleasant Valley-Hill Creek Section of the Old Oregon Trail Highway in Baker County, Contract No. 5769, in connection with Federal Aid Project No. I-80N-7(8)316.

This work is necessary to remove the hazard of rock falling on the highway. Approval has been verbally recommended by the BPR Area Engineer.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

DBP:jb
Enc.

RECEIVED
APR 27 1961
FOR FILING

I-80N-7(8)316
5769

April 26, 1961

American Insurance Company
McLaughlin Building
1220 S. W. Columbia
Portland 1, Oregon

Gentlemen:

A letter, dated April 24, 1961, has been received from Starline Equipment Company, P. O. Box 1977, Boise, Idaho, advising that Keystone Construction Company owes them $211.59. This appears to be in connection with the Keystone Construction Company's Contract No. 5769, for grading and paving the Pleasant Valley-Hill Creek Section of the Old Oregon Trail Highway in Baker County.

We provide this information as your company appears as surety on the performance bond furnished with this contract.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM.

CWH:jmc

cc: Geier Clark & Cunningham, Inc.
222 S. W. 4th Avenue
Portland 4, Oregon

Keystone Construction Co., Inc.
P. O. Box 55
Prineville, Oregon

Commissioners M. K. McIver
G. L. Jackson
W. C. Williams
Forrest Cooper

NOTED ON CARD
dl

DE.

April 26, 1961

Starline Equipment Company
P. O. Box 1977
Boise, Idaho

Attention: Mr. James Dunn
President

Gentlemen:

This is to acknowledge your letter of April 24 in which you state that the Keystone Construction Company owes you $211.50 in connection with State Highway Contract No. 5769, for grading and paving the Pleasant Valley-Hill Creek Section of the Old Oregon Trail Highway in Baker County.

Our Construction Division informs us that this project is approximately 54% complete as of April 21, 1961.

The American Insurance Company, through Cole, Clark and Cunningham, Inc., 222 S. W. 4th Avenue, Portland 4, Oregon, furnished the performance bond which is given to assure completion of the contract and payment of all bills incurred in it. The State does not make payment of claims but looks to the prime contractor and the surety for such payment. If you wish to protect your claim under the bond, it should be filed with the Secretary of State within six months after the contract has been accepted by the State Highway Commission. Attached are excerpts from the Oregon laws which outline the filing procedure.

In the meantime your claim will be noted in our records and we will advise the surety and the contractor that it has been received.

Very truly yours,

NOTED ON CARD

Secretary
OREGON STATE HIGHWAY COMM.

CWH:jmc

Encl.

STARLINE Equipment Company

503 SOUTH 16TH STREET ★ P. O. BOX 1977 ★ PHONE 4-8655
BOISE, IDAHO

April 24, 1961

State of Oregon
Oregon Highway Commission
Salem, Oregon

RE: Contract # 5769 - Pleasant Valley, Hill Creek Section
Keystone Construction Company

Gentlemen:

We would appreciate being advised the name of the Bonding Company on the above Contract, and also the steps that we must take in order to file a claim against the above job.

We have an outstanding account of $211.50 dating from November 21, 1960, which we have been unable to collect from the contractor.

We will appreciate your prompt reply.

Approx
59% complete
as of 4/21/61

Very truly yours,

STARLINE EQUIPMENT COMPANY

James Dunn
cw

James Dunn
President

JD/cw

cc: Keystone Construction Co.
Baker, Oregon
Certified Mail

NOTED
C. W. HEAD

RECEIVED
APR 26 1961
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
MAR 17 1961
FOR FILING

I-80N-7(8)316
5769

March 17, 1961

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 4, covering extra panels of fence on the Pleasant Valley-Hill Creek Section of the Old Oregon Trail Highway in Baker County, Contract No. 5769, in connection with Federal Aid Project No. I-80N-7(8)316.

Where fencing crosses ditches, creeks and ground depressions it is necessary to place extra panels.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

DBP:bb

Enc.

RECEIVED
MAR 2 1961
FOR FILING

I-80N-7(8)316

5769

Salem, Oregon
March 2, 1961

Pleasant Valley-Hill Creek Sec.
Contract No. 5769
Project I-80N-7(8)316

Memo To the File

Extra Work Order No. 3 contemplates that the State (without the benefit of Federal-aid) will compensate the contractor for 50 per cent of his cost in maintaining a frontage road throughout the length of the project during the winter of 1960-1961.

While the special provisions of this contract provide that those portions of the frontage road that conflict with traffic be graded and oiled prior to October 15, 1960, the contractor was not able to meet this requirement even though every effort was made to do so.

In the interest of expediting the completion of this work and at the same time insuring that traffic will not experience undue inconvenience in traveling, an unpaved detour, Extra Work Order No. 3, is approved.

R. L. Porter
Office Engineer

RLP:sw

RECEIVED
FEB 3 1961
FOR FILING

I-204-7(8)316

5769

February 2, 1961

G-K Machinery Company
P. O. Box 2604
Boise, Idaho

Attention: Mr. R. L. Pratt, Manager

Gentlemen:

This is to acknowledge your letter of January 31 informing us that Cartwright Construction Company, Durkee, owes you for supplies and rental on various state highway construction projects. As requested, we are listing below the information on the following projects:

1. Cartwright Construction Company Contract No. 5622 for rock production on the Nye Jct.-Grant County Line Section of the Pendleton-John Day Highway in Umatilla County. Surety - Glens Falls Insurance Company, through the agent, David [illegible]. Baum, Baum Insurance Agency, Box 872, La Grande.

2. Cartwright Construction Company Contract No. 5607 for rock production on the Burns-Buchanan Section of the Central Oregon Highway in Harney County. Surety and agent - same as above.

3. Cartwright Construction Company Contract No. 5483 for rock production on the Durkee-Malheur County Line Section of the Old Oregon Trail Highway in Baker County. Surety - United Pacific Insurance Company, through agent, Ree & Ragsdale Agency, 2009 Main Street, Baker.

Our Construction Division informs us that Cartwright Construction Company was a subcontractor to Keystone Construction Co., Inc., principal contractor, on their two projects in Baker County, as follows:

1. Contract No. 5624 for grading the Baker-Pleasant Valley Section of the Old Oregon Trail Highway. - Surety - American Insurance Company, through agent, Cole, Clark & Cunningham, Inc., 222 S. W. 4th Ave., Portland 4.

2. Contract No. 5769 for grading and paving the Pleasant Valley-Hill Creek Section of the Old Oregon Trail Highway. Surety - same as above.

I believe we have recently given you information regarding filing of claims. However, for your ready reference we are attaching excerpts from the Oregon Laws outlining the filing procedure.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

Enc.

RECEIVED
JAN 23 1961
FOR FILING

I-80N-7(8)316

5769

T

January 20,1961

Hall Heavy Hauling Company
1160 Grant Street
Eugene, Oregon

Attention: Mr. W. S. Parsons
Manager

Gentlemen:

This is to acknowledge your letter of January 18 concerning your account with Keystone Construction Co., in which you state that your services were rendered to them on State Highway Contract No. 5769 for grading and paving the Pleasant Valley-Hill Creek Section of the Old Oregon Trail Highway in Baker County.

Your letter also states that you have received a check in the mail from Keystone Construction Co. paying their account with you in full (amount not stated).

This information will be noted in our records and we will advise the surety and the contractor of the receipt of your letter.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

CWH:fp

NOTED ON CARD
dc

DIAL 4-3113 1160 GRANT STREET

HALL HEAVY HAULING CO.

"Haul by Hall"

EUGENE, OREGON

January 18, 1961

State of Oregon
State Highway Department
Salem, Oregon

Gentlemen:

We are sorry to be so long in answering your letter of December 13, 1960 concerning the Keystone Construction Company account, but this is to inform you that we received a check in the mail covering full amount due on December 12.

The contract on which our services were rendered was Contract No. 5769 - Grading and paving the Pleasant Valley-Hill Creek Section of the Old Oregon Trail Highway.

We thank you for the information contained in your letter.

Very truly yours,

HALL HEAVY HAULING CO.

By W. S. Parsons
Manager

[illegible], please reply

WSP:ih

RECEIVED
JAN 20 1961
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JAN 19 1961
FOR FILING

5769

December 13, 1960

Hall Heavy Hauling Co.
1160 Grant Street
Eugene, Oregon

Attention: Mr. O. S. Parsons
Manager

Gentlemen:

This is to acknowledge your letter of December 6 informing us that Keystone Construction Company owes you (amount not stated) for transporting machinery on their State Highway contract near Pleasant Valley. There are two contracts in Baker County on which the Keystone Construction Co., Inc., is the principal contractor, as follows:

Contract No. 5604 - Grading the Baker-Pleasant Valley Section of the Old Oregon Trail Highway.

Contract No. 5769 - Grading and paving the Pleasant Valley-Hill Creek Section of the Old Oregon Trail Highway.

Will you please inform us the contract on which your services were rendered?

The Keystone Construction Co., Inc., has the same bonding company for both jobs, as follows: American Insurance Company, through Cole, Clark & Cunningham, Inc., 222 S. W. 4th Ave., Portland 4, Oregon.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

CWH:fp

DIAL 4-2113

1160 GRANT STREET

HALL HEAVY HAULING CO.

"Haul by Hall"

EUGENE, OREGON

December 6, 1960

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

In the month of September we transported machinery for the Keystone Const. Co. to their Oregon State Highway job near Pleasant Valley, Oregon

We have not been paid for this work and as the account is far past due we would appreciate the name and mailing address of their bonding company. We thank you in advance.

Very truly yours,

HALL HEAVY HAULING CO.

By W. S. Parsons
Manager

Ccc, please reply
10

WSP:ih

~~# 5604 ?~~
5769 ?

RECEIVED
DEC - 8 1960
OREGON
STATE HIGHWAY COMMISSION

December 6, 1960

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

In the month of September we transported machinery for the Keystone Const. Co. to their Oregon State Highway job near Pleasant Valley, Oregon

We have not been paid for this work and as the account is far past due we would appreciate the name and mailing address of their bonding company. We thank you in advance.

Very truly yours,

HALL HEAVY HAULING CO.

By
Manager

D QUERY

WSP:ih
cc: Keystone Const. Co.

State of Oregon

Gentlemen:

Our check was mailed, so this account is considered paid. Mailed the day before this letter was mailed, but evidently it was not received at time this letter was written.

Keystone Construction Co Inc
Otis Van Blaricom

~~#5304 (?)~~ or 5769 (?)

RECEIVED
DEC - 9 1960
OREGON
STATE HIGHWAY COMMISSION

NOTED
C. W. HEAD

RECEIVED
JAN 23 1961
FOR FILING

I-80N-7(8)316

5769

January 20, 1961

American Insurance Company
McLaughlin Building
1220 S. W. Columbia
Portland 1, Oregon

Gentlemen:

On December 6, 1960, Hall Heavy Hauling Company, Eugene, informed us that Keystone Construction Co. owed them (amount not stated) for transporting machinery on their State Highway contract near Pleasant Valley. We acknowledged their letter, stating that Keystone Construction Co. have two contracts with us in Baker County, and asked them to identify the job on which they performed their services.

In today's mail we received a letter from them, dated January 18, informing us that the contract in question is No. 5769 for grading and paving the Pleasant Valley-Hill Creek Section of the Old Oregon Trail Highway in Baker County.

Their letter also states that they have received a check from Keystone Construction Co. paying their account in full.

We provide this information as your company appears as surety on the performance bond furnished with this contract.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

CWH:fp

Secretary

CC:
Cole, Clark & Cunningham, Inc.
222 S. W. 4th Ave.
Portland 4, Oregon

NOTED ON CARD
ec

Keystone Construction Co., Inc.
P. O. Box 55
Prineville, Oregon

Commissioners
W. C. Williams
Forrest Cooper

RECEIVED
[illegible] 1960
FOR FILING
1-80N-7(8)31
5769

408 State Highway Building
Salem, Oregon

December 27, 1960

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Attention: Mr. R. L. Porter
Office Engineer

C. G. Polk, Division Engineer
08-35.5 Salem, Oregon

Utility Adjustment - El Paso Natural Gas Company
Oregon Project I-80N-7(8)316, Pleasant Valley-Hill Creek Section,
Old Oregon Trail Highway

We hereby approve the revised plan of construction and cost estimate for the referenced adjustment, submitted with your letter of December 22, 1960. Our approval of the adjustment dated October 6, 1960 remains in effect.

NOTED
FORREST COOPER

RECEIVED
[illegible] 1960
FOR FILING
1-80N-7(8)316

5769

December 22, 1960

Pleasant Valley-Hill Creek Section
Old Oregon Trail Highway
Baker County
Project No. I-80N-7(8)316

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith are two copies of the letter dated December 12, 1960, from the El Paso Natural Gas Company and revised estimate of cost for pipeline relocation on the subject project.

Revision in construction consists only of eliminating the 26" casing and provide for connection to the main line. Additional prints are, therefore, not included.

The revised estimate reflects a reduction of $1,662.59 in the anticipated cost.

Approval of the revisions in construction and estimate are requested.

Very truly yours,
Pleasant Valley-Hill Creek Section
W. Old[illegible]Trail Highway
St[illegible]ngineer
Project No. I-80N-7(8)316
By

R. L. Porter
Office Engineer

DBP:sw

Encl.

RECEIVED
DEC 13 1960
FOR FILING

1-80N-7(8)316

5769

December 12, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 2 covering directional signing on the Pleasant Valley-Hill Creek Section of the Old Oregon Trail Highway in Baker County, Contract No. 5769, in connection with Federal Aid Project No. I-80N-7(8)316.

This work is necessary for the direction and guidance of traffic. It does not include warning signs, barricades and lights required of the contractor for the protection and safety of traffic and workmen. Signs are to conform to the Oregon Manual on Uniform Traffic Control Devices.

This was an anticipated item of this project and funds included in the project authorization. It has been verbally approved by the BPR Area Engineer.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

DBP:sw

Encl.

RECEIVED
7 - 1960
FOR FILING

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
KENNETH N. FRIDLEY, MEMBER
WASCO

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

1-90N-7(8)316
5769

December 2, 1960

COPY

American Insurance Company
McLaughlin Building
1220 S. W. Columbia
Portland, Oregon

Gentlemen:

A letter has been received from Superior Redi-Mix, Inc., Baker, Oregon, advising that Keystone Construction Company owe them $2,815.38 for the furnishing of materials.

Their letter does not give a description of the contract or the contract number. Our records indicate that Keystone Construction Company, Inc. have two contracts in Baker County, as follows:

Contract 5604, grading the Baker-Pleasant Valley Section on the Old Oregon Trail Highway, and

Contract 5769, grading-paving the Pleasant Valley-Hill Creek Section on the Old Oregon Trail Highway.

We provide this information as your company appears as surety on the two performance bonds furnished with these contracts.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

/s/ F.Q.

Secretary

CWH:rj

cc: Keystone Construction Company, Inc., P. O. Box 55, Prineville
Cole, Clark & Cunningham, Inc., 222 S. W. 4th. Ave., Portland 4

Commission
W. C. Williams
Forrest Cooper

5769 10-18-60

RECEIVED OCT 1960 FOR FILING

Monthly Transaction No. 10

Project Report No. 1-80N-7(8) 316

5769

Form -2

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

FEDERAL-AID PROJECT AGREEMENT

State **Oregon**

County **Baker**

Project No. **I-80N-7(8)316**

The State, through its Highway Department, having complied with the terms and conditions set forth in the Federal-Aid Road Act, approved July 11, 1916 (39 Stat. 355), as amended and supplemented, and in the Regulations issued pursuant thereto by the Secretary of Commerce, relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein.

Project termini **U.S. 30, Pleasant Valley east 2.7 miles**
(Pleasant Valley-Mill Cr. Section)

Project classification or class of work	Effective date of authorization	Approximate length *(Miles)*
Highway planning		
Preliminary engineering		
Rights-of-Way		
Construction	**5-27-60**	**2.5**
Other *(Specify)*		

FUNDS

Estimated total cost of project **$ 1,358,336**

Federal funds **$ 1,249,000**

The State further stipulates that pursuant to said Act and Regulations, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By

~~Deputy~~ **State Highway Engineer**
(title)

By

(title)

By

(title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

~~By~~ XX **C. G. Polk**
Division Engineer

By: R. C. Wright
Administrative Manager

Date executed by Division Engineer **October 18, 1960**

USComm-DC 40257

October 14, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding two copies of project agreement, signed by the Highway Commission, for the Pleasant Valley-Hill Creek Section, Project No. I-80N-7(8)316.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

RHC:bb

October 3, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding four copies of estimate as a basis for project agreement and two copies of Quarterly Federal-Aid Expenditure Projection for the Pleasant Valley-Hill Creek Section, Project No. I-80N-7(8)316.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

RNG:jb

Oregon State Highway Department

Federal Aid
Project No. I-80N-7(8)316

PLEASANT VALLEY-H[illegible] CREEK SECTION OF THE
OLD OREGON TRAIL IN BAKER COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, October 3, 1960

Type Code 6201
Roadway (Sta. 725+00 to Sta. 362+00)(Contract No. 5769)

Clearing and Grubbing	All	Required		$ 10,000.00
Drainage Excavation, Unclassified	2,700	cu.yds.	$ 2.00	5,400.00
General Excavation, Unclassified	1,091,900	cu.yds.	0.385	420,381.50
Short Overhaul	2,194,500	yd.stas.	0.005	10,972.50
Long Overhaul	17,400	C-yd.stas.	0.35	6,090.00
Finishing Roadbed and Slopes	2.60	miles	1,000.00	2,600.00
Rounding Cutbanks	660	lin.ft.	1.00	660.00
18-inch Corrugated Metal Pipe	1,800	lin.ft.	5.00	9,000.00
24-inch Corrugated Metal Pipe	950	lin.ft.	6.50	6,175.00
30-inch Corrugated Metal Pipe	280	lin.ft.	8.50	2,380.00
84-inch Corrugated Metal Pipe, 8 Gage	26	lin.ft.	68.00	1,768.00
Extra for Pipe Under Pavement	60	lin.ft.	20.00	1,200.00
8-inch Perforated Metal Drain Pipe	1,240	lin.ft.	2.25	2,790.00
Special Backfill in Drains	280	cu.yds.	6.00	1,680.00
18-inch Culvert End Sections	1	only	35.00	35.00
Salvaging 84-inch Culvert Pipe	160	only	20.00	3,200.00
Concrete Inlets, Type "D"	10	only	120.00	1,200.00
Class "A" Concrete	2,870	cu.yds.	55.00	157,850.00
Metal Reinforcement	545,800	lbs.	0.135	73,683.00
Metal Guard Rail	18,550	lin.ft.	2.25	41,737.50
Metal Median Barrier	10,780	lin.ft.	3.45	37,191.00
Type 2 Barricade	660	lin.ft.	4.50	2,970.00
Salvage and Reinstall Guard Rail	550	lin.ft.	1.20	660.00
Guard Rail-Salvaged Barricade	990	lin.ft.	1.20	1,188.00
Type 1 Fence	2,260	rods	5.25	11,865.00
Type 2 Fence	330	rods	6.25	2,062.50
16'x4.8" Metal Gate	1	only	60.00	60.00
Guide Posts, Type E-1	150	only	6.50	975.00
Coarse Crushed Material in Base	108,100	tons	1.10	118,910.00
3/4" - 0 Material in Base	19,800	tons	1.35	26,730.00
Sprinkling	9,000	M-gals.	3.25	29,250.00
Preparation of Base	2.60	miles	1,000.00	2,600.00
3/4" - 0 Material in Binder Course	990	cu.yds.	3.00	2,970.00
Furnishing and Placing Aggregates	2,910	cu.yds.	3.00	8,730.00
MC-2 Asphalt	154	tons	50.00	7,700.00
120-150 Asphalt	212	tons	50.00	10,600.00
RS-1 Asphalt	66	tons	50.00	3,300.00
Asphaltic Concrete Mixture	22,820	tons	3.35	76,447.00
Asphalt in Mixture	1,260	tons	40.00	50,400.00
Asphaltic Concrete Traffic Markers	220	lin.ft.	2.00	440.00
				$1,153,851.00

Flagging (57½% of Contractor's Cost)	All Required	$ 12,000.00
Signing (Permanent)	All Required	3,500.00
Signing (Temporary)	All Required	1,500.00
Seeding and Mulching	All Required	2,000.00
Guide Posts on Frontage Road	All Required	100.00
Slide Removal	All Required	20,800.00
Work by Idaho Power Co.	All Required	1,400.00
Work by El Paso Natural Gas Co.	All Required	39,700.00
	Subtotal	$1,234,851.00
	10% Engr. & Cont.	123,485.00
	Total	$1,358,336.00

Length of Roadway - - - - - - - - - 2.594 Miles
Cost of Roadway Per Mile- - - - - $523,645.30

Federal Funds -	$1,249,000.00
State Funds -	109,336.00
	$1,358,336.00

State Funds For Const.: Chap. 175, Laws 1917; Chap. [illegible], Laws 1920;
Chap. 529, Laws 1939

State Funds For Maint.: Chap. 529, Laws 1939

PLEASANT VALLEY-HILL CREEK SECTION

PROJECT NO. I-80N-7(8)316

Estimated cost of work by the El Paso Natural Gas Co.

Contract Work	$20,561.00

Gas Co. Work

Labor	$ 4,100.00
Equipment	1,900.00
Material	10,052.55
Miscellaneous & Contingencies	8,818.20
Salvage Credit	5,709.40 Cr.
	$39,722.35
Use	$39,700.00

Estimated cost of work by Idaho Power Co.

Material	$ 577.00
Labor	839.00
Equipment	104.00
Contingencies	228.00
Salvage Credit	323.00 Cr.
	$1,425.00
Use	$1,400.00

Oregon State Highway Department

Federal Aid
Project No. I-80N-7(8)316

PLEASANT VALLEY-HILL CREEK SECTION

OF THE OLD OREGON TRAIL IN BAKER COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, July 19, 1960

Type Code 6201
Roadway (Sta. 725+00 to Sta. 862+00)

Clearing and Grubbing	All	Required		$ 10,000.00
Drainage Excavation, Unclassified	2,700	cu. yds.	$ 3.00	8,100.00
General Excavation, Unclassified	1,091,900	cu. yds.	0.55	600,545.00
Short Overhaul	2,194,500	yd. stas.	0.0075	16,458.75
Long Overhaul	17,400	C-yd.stas.	0.35	6,090.00
Finishing Roadbed and Slopes	2.60	miles	1,200.00	3,120.00
Rounding Cutbanks	660	lin. ft.	0.20	132.00
18-inch Corrugated Metal Pipe	1,800	lin. ft.	5.00	9,000.00
24-inch Corrugated Metal Pipe	950	lin. ft.	7.50	7,125.00
30-inch Corrugated Metal Pipe	280	lin. ft.	10.00	2,800.00
84-inch Corrugated Metal Pipe, 8 Gage	26	lin. ft.	55.00	1,430.00
Extra for Pipe Under Pavement	60	lin. ft.	3.00	180.00
8-inch Perforated Metal Drain Pipe	1,240	lin. ft.	2.50	3,100.00
Special Backfill in Drains	280	cu. yds.	6.00	1,680.00
18-inch Culvert End Sections	1	only	50.00	50.00
Salvaging 84-inch Culvert Pipe	160	only	15.00	2,400.00
Concrete Inlets, Type "D"	10	only	90.00	900.00
Class "A" Concrete	2,870	cu. yds.	55.00	157,850.00
Metal Reinforcement	545,800	lbs.	0.14	76,412.00
Metal Guard Rail	18,550	lin. ft.	2.40	44,520.00
Metal Median Barrier	10,780	lin. ft.	3.75	40,425.00
Type 2 Barricade	660	lin. ft.	4.50	2,970.00
Salvage and Reinstall Guard Rail	550	lin. ft.	1.50	825.00
Guard Rail-Salvaged Barricade	990	lin. ft.	1.50	1,485.00
Type 1 Fence	2,260	rods	4.50	10,170.00
Type 2 Fence	330	rods	5.50	1,815.00
16'x48" Metal Gate	1	only	100.00	100.00
Guide Posts, Type W-1	150	only	6.00	900.00
Coarse Crushed Material in Base	108,100	tons	0.75	81,075.00
3/4" - 0 Material in Base	19,800	tons	0.85	16,830.00
Sprinkling	9,000	M-gals.	2.50	22,500.00
Preparation of Base	2.60	miles	400.00	1,040.00
3/4" - 0 Material in Binder Course	990	cu. yds.	2.50	2,475.00
Furnishing and Placing Aggregates	2,910	cu. yds.	2.50	7,275.00
MC-2 Asphalt	154	tons	50.00	7,700.00
120-150 Asphalt	212	tons	48.00	10,176.00
RS-1 Asphalt	66	tons	50.00	3,300.00
Asphaltic Concrete Mixture	22,820	tons	2.40	54,768.00
Asphalt in Mixture	1,260	tons	38.00	47,880.00
Asphaltic Concrete Traffic Markers	220	lin. ft.	1.00	220.00
				$1,265,821.75

Flagging (57½% of Contractor's Cost)	All Required	$ 12,000.00
Signing (Permanent)	All Required	3,500.00
Signing (Temporary)	All Required	1,500.00
Seeding and Mulching	All Required	2,000.00
Guide Posts on Frontage Road	All Required	100.00
Slide Removal	All Required	20,800.00
Work by Idaho Power Co.	All Required	6,000.00
Work by El Paso Natural Gas Co.	All Required	50,000.00
	Subtotal	$1,361,721.75
	10% Engr. & Cont.	136,171.25
	Total	$1,497,893.00

Length of Roadway - - - - - - 2.594 Miles
Cost of Roadway Per Mile- - - $577,445.25

Federal Funds -	$1,378,000.00
State Funds -	119,893.00
	$1,497,893.00

FORM E-123-X 50M 6-59

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

August 22, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Pleasant Valley Hill Creek Section
Old Oregon Trail Highway
Baker Co., Proj. No. I-80N-7(8)316

Dear Sir:

Herewith are two copies of the letter from the El Paso Natural Gas Company listing three qualified contractors from whom the Company proposes to solicit bids for adjusting its pipe line crossing on the subject project.

Also enclosed are two copies of Assistant Counsel's letter which establishes the obligation of the State to reimburse the Company for a portion of the adjustment.

The estimate of cost will be determined by bids received and will be submitted, with sketch, when the costs have been determined.

Your approval for doing the work by contract and authorization to proceed with soliciting bids under the provisions of PPM 30-4 are requested.

Very truly yours,

W. C. Williams
State Highway Engineer

By

J. A. Hardie
Assistant Office Engineer

Encls.

Oregon State Highway Department

Federal Aid
Project No. I-80N-7(8)316

PLEASANT VALLEY-HILL CREEK SECTION

OF THE OLD OREGON TRAIL IN BAKER COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, August 5, 1960

Type Code 6201
Roadway (Sta. 725+00 to Sta. 862+00)

Clearing and Grubbing	All	Required		$ 15,000.00
Drainage Excavation, Unclassified	2,700	cu.yds.	$ 3.00	8,100.00
General Excavation, Unclassified	1,091,900	cu.yds.	0.65	709,735.00
Short Overhaul	2,194,500	yd.stas.	0.01	21,945.00
Long Overhaul	17,400	C-yd.stas.	0.40	6,960.00
Finishing Roadbed and Slopes	2.60	miles	1,200.00	3,120.00
Rounding Cutbanks	660	lin.ft.	0.20	132.00
18-inch Corrugated Metal Pipe	1,800	lin.ft.	5.00	9,000.00
24-inch Corrugated Metal Pipe	950	lin.ft.	7.50	7,125.00
30-inch Corrugated Metal Pipe	280	lin.ft.	10.00	2,800.00
84-inch Corrugated Metal Pipe, 8 Gage	26	lin.ft.	70.00	1,820.00
Extra for Pipe Under Pavement	60	lin.ft.	3.00	180.00
8-inch Perforated Metal Drain Pipe	1,240	lin.ft.	2.50	3,100.00
Special Backfill in Drains	280	cu.yds.	6.00	1,680.00
18-inch Culvert End Sections	1	only	50.00	50.00
Salvaging 84-inch Culvert Pipe	160	only	15.00	2,400.00
Concrete Inlets, Type "D"	10	only	90.00	900.00
Class "A" Concrete	2,870	cu.yds.	60.00	172,200.00
Metal Reinforcement	545,800	lbs.	0.14	76,412.00
Metal Guard Rail	18,550	lin.ft.	2.80	51,940.00
Metal Median Barrier	10,780	lin.ft.	4.00	43,120.00
Type 2 Barricade	660	lin.ft.	4.50	2,970.00
Salvage and Reinstall Guard Rail	550	lin.ft.	1.50	825.00
Guard Rail-Salvaged Barricade	990	lin.ft.	1.50	1,485.00
Type 1 Fence	2,260	rods	4.50	10,170.00
Type 2 Fence	330	rods	5.50	1,815.00
16' x 48" Metal Gate	1	only	100.00	100.00
Guide Posts, Type W-1	150	only	6.00	900.00
Course Crushed Material in Base	108,100	tons	1.00	108,100.00
3/4" - 0 Material in Base	19,800	tons	1.10	21,780.00
Sprinkling	9,000	M-gals.	2.50	22,500.00
Preparation of Base	2.60	miles	400.00	1,040.00
3/4" - 0 Material in Binder Course	990	cu.yds.	3.05	3,019.50
Furnishing and Placing Aggregates	2,910	cu.yds.	3.05	8,875.50

MC-2 Asphalt	154 tons	$ 50.00	$ 7,700.00
120-150 Asphalt	212 tons	48.00	10,176.00
RS-1 Asphalt	66 tons	50.00	3,300.00
Asphaltic Concrete Mixture	22,820 tons	3.30	75,306.00
Asphalt in Mixture	1,260 tons	38.00	47,880.00
Asphaltic Concrete Traffic Markers	220 lin.ft.	1.00	220.00
			1,465,881.00
Flagging (57½% of Contractor's Cost)	All Required		12,000.00
Signing (Perm.)	All Required		3,500.00
Signing (Temp.)	All Required		1,500.00
Seeding and Mulching	All Required		2,000.00
Guide Posts on Frontage Road	All Required		100.00
Slide Removal	All Required		20,800.00
Work by Idaho Power Co.	All Required		6,000.00
Work by El Paso Natural Gas Co.	All Required		50,000.00
	Subtotal		$1,561,781.00
	10% Engr. & Cont.		156,178.00
	Total		$1,717,959.00

Length of Roadway	2.594 Miles
Cost of Roadway Per Mile.	$662,281.80

Federal Funds -	$1,580,000.00
State Funds -	137,959.00
	$1,717,959.00

RECEIVED
OCT 11 1960
FOR FILING
1-80N-7(8)316
5769

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

October 7, 1960

Attention: Mr. R. L. Porter

C. G. Polk, Division Engineer
08-35.5 Salem, Oregon

By: D. M. Emrich
District Engineer

Utility Adjustment - Idaho Power Company
Project I-80N-7(8)316, Pleasant Valley-Hill Creek Section, Old Oregon Trail Highway

Reference is made to your letter of September 28, 1960.

We hereby approve the agreement evidenced by the exchange of letters between the State and the utility company dated August 24, 1960 and September 20, 1960 regarding the referenced adjustment.

Authorization to proceed with the work is granted as of September 28, 1960. Approval is subject to the provisions of PPM 30-4.

Original
Porter

NOTED

RECEIVED
OCT [illegible] 1960

FOR FILING
1-80N-7(8)316
5769

Mr. W. C. Williams, State Highway Engineer
Salem, Oregon

October 6, 1960

Attention: R. L. Porter

08-35.5

C. G. Polk, Division Engineer
Salem, Oregon

By:
D. M. Emrich
District Engineer

Utility Adjustment - El Paso Natural Gas Co.
Pleasant Valley-Hill Creek Section
Old Oregon Trail Highway - Project I-80N-7(8)316

Reference is made to your letter of September 28, 1960.

We hereby approve the agreement evidenced by the exchange of letters between the State and the utility company dated August 11, 1960 and September 22, 1960 regarding the referenced adjustment.

Authorization to proceed with the work is granted as of September 28, 1960. Approval is subject to the provisions of PPM 30-4.

Original
Porter

NOTED
FORREST COOPER

RECEIVED
OCT - 1960
FOR FILING

1-80N-7(8)3 6

5/21

Paxson

NOTED
G. S. PAXSON

CON LAG 35 10-5-60 837A

TOM EDWARDS

MR BAYSINGER OF THE UNION PACIFIC RAILROAD ADVISES THAT THE KEYSTONE CONSTRUCTION COMPANY , CONTRACT 5769, BXX PLEASANT VALLEY-HILL CREEK HAS NEVER BEEN TAKEN UP IN ANY MANNER WITH THE RAILROAD COMPANY. HE WAS SOMEWHAT PERTURBED BECAUSE OF THE SHOOTING THAT WAS BEING DONE ADJACENT TO THE RAILROAD. SUGGEST THAT SOMEONE CORRECT THIS OVER SIGHT AND NOTIFIY MY BAYSINGER.

A F PARSON
GB

RECEIVED
FORM E-123
OCT 3 - 1960
FOR FILING

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

[illegible]

September 30, 1960

Keystone Construction Co. Inc.,
P. O. Box 55
Prineville
Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission:

> Contract #5769, awarded August 18, 1960, for grading-paving the Pleasant Valley-Hill Creek Section of the Old Oregon Trail in Baker County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

Encl.

RECEIVED
SEP 3[illegible] 1960
FOR FILING
I-80N-7(8)316
5769

September 28, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Pleasant Valley-Hill Creek Section
Old Oregon Trail Highway
Baker County
Project No. I-80N-7(8)316

Dear Sir:

Herewith are the following data in connection with pipeline adjustment of the El Paso Natural Gas Company on the subject project:

1. Two copies of the Company's estimate of cost for adjusting the line.
2. Two copies of the sketch prepared by the Company, showing the pipeline revision.

Copies of Assistant Counsel's letter establishing the obligation of the State to reimburse the Company for 91.4 per cent of the cost and request of the Company to do part of the work by contract were submitted to you August 22, 1960. Approval of accomplishing the work by contract method was approved in your letter of September 7, 1960.

Your approval of the completed agreement between the State and Company and authorization to proceed with the work as of this date, under the provisions of PPM 30-3, are requested.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

DBP:sw

Enc.

RECEIVED
OCT [illegible] - 1960
FOR FILING
1-80N-7(8)316

5769

7a

September 28, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Pleasant Valley-Mill Creek Section
Old Oregon Trail Highway
Baker County
Project No. I-80N-7(8)316

Dear Sir:

Herewith are the following data in connection with adjusting power lines of Idaho Power Company for construction on the subject project:

1. Two copies of Assistant Counsel's letter which establishes the obligation of the State to reimburse the Company for adjusting its facilities.

2. Two copies of the Company's estimate of cost for making the adjustments.

3. Two copies of the sketch prepared by the Company showing the revisions to be made.

Your approval of the agreement between the State and Company and authorization to proceed with the work, as of this date under the provisions of PPM 30-4, are requested.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

DBP:sw

Enc.

RECEIVED
SEP 13 1960
FOR FILING

I-80N-7(8)316

5769

September 13, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 1 covering the State's share of flagging costs on the Pleasant Valley-Hill Creek Section of the Old Oregon Trail Highway in Baker County, Contract No. 5769, in connection with Federal Aid Project No. I-80N-7(8)316.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

DBP:bb

Enc.

RECEIVED
SEP 2 1960
FOR FILING

1-90N-7(8)316

5769

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

September 7, 1960

C. G. Polk, Division Engineer
Salem, Oregon

By:
D. M. Eurich
District Engineer

Utility adjustment
El Paso Natural Gas Company
Pleasant Valley-Mill Creek Section
Old Oregon Trail Highway
Project I-80N-7(8)316

Reference is made to your letter of August 22, 1960.

We hereby approve the contract method of accomplishing the referenced adjustment under paragraph 6 of PPM 30-4. Approval of the work to be done and authority to proceed with the work are withheld pending receipt of detailed sketches and estimates required by PPM 30-4.

Porter

RECEIVED
AUG 23 1960
FOR FILING
1-80N-7(8)316
5769

Mr. W. C. Williams, State Highway Engineer
Salem, Oregon

August 18, 1960

C. G. Polk, Division Engineer
08-35.1 Salem, Oregon

Oregon Project I-80N-7(8)316

This is to advise of our prior verbal concurrence as of this date in award of Contract No. 5769 for Oregon Project I-80N-7(8)316, Pleasant Valley-Mill Creek Section, Old Oregon Trail Highway, to Keystone Construction Co., Inc. of Prineville, Oregon, low bidder in the amount of $1,153,851.00 at the August 16, 1960 bid opening.

Porter

FORM E-123-X

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

RECEIVED

1-90N-7
(8) 316
5769

July 25, 1960

Mr. C. G. Polk, Division Engineer
Bureau of Public Roads
408 State Highway Building
Salem, Oregon

Re: Right of Way Status
Proposed Bid Opening
August 16, 1960

Dear Sir:

Rights of way or rights of entry have been secured for the following project:

Pleasant Valley-Hill Creek Section:
Grading and Paving
Old Oregon Trail Highway
Baker County.

Very truly yours,

D. H. MOEHRING
Assistant Right of Way Engineer

DHM:mg

cc Mr. Forrest Cooper ✓
Mr. L. I. Lindas
Mr. R. L. Porter

NOTED
FORREST COOPER

RECEIVED
JUL 25 1960
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED

FOR FILING

1-80N-7

(8) 316 Mr. W. C. Williams, State Highway Engineer
Salem, Oregon

July 25, 1960

#5769

I-80N-7(8)316

C. G. Polk, Division Engineer
08-35.4-DA Salem, Oregon

Oregon Project I-80N-7(8)316, Pleasant Valley-Hill Creek Section of the Old Oregon Trail

We have today approved the P. S. and E. documents for Oregon Project I-80N-7(8)316, Pleasant Valley-Hill Creek Section of the Old Oregon Trail in Baker County providing for 2.594 miles of grading and paving.

This is to authorize your advertising for bids.

Porter

NOTED
FORREST COOPER

I-80N-7 Pleasant Valley-Hill Cr. Sec., 1962
(9)316 Old Oregon Trail Hwy., (Grad.,
#2769 Paving) Folder # 2

FORM E-30 50M 8-63 49607

5769

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

September 16, 1964
Salem, Oregon

SUBJECT: Claims of Keystone
Construction Co., Inc.
Contract Nos. 5604 and 5769

To: Mr. Floyd Query
Secretary
State Highway Building
Salem, Oregon

Please find enclosed herewith for the Commission's files a complete release from the Keystone Construction Company with respect to the above numbered contracts.

FRANK C. McKINNEY
Chief, Office Section

McK:

Enclosure

Mr. L. I. Linde

RELEASE

WHEREAS, the undersigned, KEYSTONE CONSTRUCTION CO., INC., an Oregon corporation, hereinafter referred to as "Contractor," entered into and completed a highway construction contract with the STATE OF OREGON, by and through its State Highway Commission, for the construction of the Baker-Pleasant Valley Section of the Old Oregon Trail Highway, pursuant to Contract No. 5604, and for the grading and paving of the Pleasant Valley-Hill Creek Section of the Old Oregon Trail Highway in Baker County, pursuant to Contract No. 5769; and

WHEREAS, a dispute arose between State and Contractor with respect to the total sum of State's final estimate which was prepared by State upon the completion of said contracts; and

WHEREAS, as a result of various discussions and negotiations between State and Contractor, said dispute has now been resolved and it is the desire of State and Contractor that Contractor release and discharge State from any and all past, present or future claims resulting from or under said contracts;

NOW, THEREFORE, for and in consideration of FIFTEEN THOUSAND FIVE HUNDRED FIFTY-NINE and 71/100 ($15,559.71) Dollars and other good and valuable consideration, receipt of which is hereby acknowledged, Keystone Construction Co., Inc., Contractor under Oregon State Highway Contract No. 5604 and No. 5769, does hereby release, remise and forever discharge the State of Oregon, by and through its State Highway Commission, from any and all claims, past, present or future, at law or in equity, arising out of Contractor's construction of the Baker-Pleasant Valley Section of the Old Oregon Trail Highway pursuant to said State Highway Contract No. 5604 and the grading and paving of the Pleasant Valley-Hill Creek Section of the Old Oregon Trail Highway in Baker County pursuant to Contract No. 5769.

KEYSTONE CONSTRUCTION CO., INC.

By ______________________

STATE OF OREGON)
)ss.
County of Multnomah)

On this 11 day of September, 1964, before me a Notary Public in and for said county and state, appeared RON HUDSPETH, to me personally known, who being duly sworn, did say that he, the said RON HUDSPETH, is the Secretary of Keystone Construction Co., Inc., an Oregon corporation, and that the said instrument was signed in behalf of said corporation by authority of its board of directors, and said RON HUDSPETH acknowledged the said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year last above written.

____
Notary Public for Oregon
My Commission Expires: 3-14-66

FORM E-30X 90M 3-63

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
Sept. 16, 1964

SUBJECT: AGENDA ITEM

Claims of Keystone Construction Co.
Contract Nos. 5604 and 5769

To: Mr. G. E. Rohde
Assistant Counsel

Building

At the next Commission meeting the Commission should probably approve our final settlement in the above case in the sum of $15,559.71. It is my understanding that this amount was approved by one of the Commissioners per a telephone conversation of September 15, 1964. I assume that this must be considered a legal settlement rather than a revised final estimate, inasmuch as the settlement is $1,039.76 in excess of the amount that can be supported by job estimates.

In May of 1963 the above mentioned company made a claim for $403,960 as additional compensation for the performance of the above mentioned contracts. The claim was then investigated both by our department and by consulting engineers for the claimant. As a result of the two investigations it was determined that we did owe some money to the company, a portion of which included 22 days of penalty time in the sum of $6,600.

Based on a field engineering estimate it was determined that we possibly owed the company $15,559.71. The Construction Division then notified the company's attorney that we would recommend a settlement for that figure. By letter the company's attorney accepted the settlement figure for all past, present and future claims under the two contracts. Subsequently, upon reauditing by our Office Engineers, it was determined that they could not support the above mentioned figure by $1,039.76.

Upon the question being raised by Messrs. Decker and Shaw, I informed them we had made an offer of settlement, that it had been accepted, and that we could not now withdraw our original offer and tender a lesser sum merely because it could not be supported by our Office Engineers. Our payment was mailed to Keystone's attorney on September 16, 1964.

FRANK C. McKINNEY
Chief, Office Section

FCMcK:ks

cc: F. D. Morgan
Lloyd P. Shaw

RECEIVED
SEP 17 1964
OFFICE OF
STATE HIGHWAY ENGINEER

FORM E-122X 60M 3-63

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

5761

September 16, 1964

CERTIFIED MAIL

Mr. Donald W. McEwen
Attorney at Law
1408 Standard Plaza
Portland, Oregon 97204

Re: Claims of Keystone
Construction Co., Inc.
Contract Nos. 5604 and 5769

Dear Don:

Thank you for your letter of September 11, which enclosed the Releases and voucher.

Please find enclosed herewith State Warrant No. 524776 in the sum of $15,559.71 in satisfaction of your client's claim.

Our accounting department informed me that they could not split the payment as you requested, since they did not have a signed assignment from Keystone to your firm.

I trust this will complete the matter; and if I can be of any further assistance in the future, please let me know.

Yours very truly,

L. I. LINDAS
Chief Counsel

By
FRANK C. McKINNEY
Chief, Office Section

FCMcK:kr

Enclosure

cc Mr. Lloyd P. Shaw
Mr. F. D. Morgan
Mr. L. I. Lindas
Mr. C. H. Maison
Mr. James F. Bodie

RECEIVED
SEP 16 1964
STATE HIGHWAY [illegible]

NOTED
LLOYD P. SHAW

RECEIVED
SEP 2 1 1964

FOR FILING

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 14, 1964

SUBJECT: Claims of Keystone Construction Co.
Contract Nos. 5604 and 5769

To:
Mr. C. H. Maison
Controller
Accounting Department
Building

Attention Mr. Don Taylor

Please find enclosed herewith three signed copies of the Release and one copy of the voucher form. Also enclosed is a copy of Donald W. McEwen's letter concerning the same.

It would be deeply appreciated if you could make payment as rapidly as possible, and I assume the check will be forwarded by you together with the reply to Mr. McEwen's letter.

FRANK C. McKINNEY
Chief, Office Section

FCMcK:kr
Enclosures

cc Mr. Lloyd P. Shaw
Mr. F. D. Morgan
Mr. L. I. Lindas

FORM 6-123X 50M 12-63

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

5167

September [illegible]

[illegible]
[illegible]
[illegible]
Portland, [illegible]

Re: [illegible] of Keystone Construction
[illegible] Contract Nos.
[illegible] 5769

Attention: Mr. Donald [illegible]

Dear [illegible]:

Thank you for your [illegible] [illegible] [illegible] protection. The [illegible] has been [illegible] to our [illegible] for [illegible] files.

Please find enclosed [illegible] Release form, together with our payment [illegible] [illegible] signed and returned 3 copies of the [illegible] for your files. Also have signed and [illegible] which can be signed by an authorized agent for Keystone Construction.

As soon as the [illegible], our accounting department will process the [illegible].

Mr. [illegible] of Prineville [illegible] and [illegible] are supposed to arrive [illegible] tomorrow and [illegible] would be [illegible] contact them [illegible] forms.

Very truly yours,

[illegible]
Chief Counsel

By
[illegible]
Chief, Office Section

FC:[illegible]
Encls.

cc: [illegible]
[illegible]
[illegible]
[illegible]
[illegible]
P. O. Box 39[illegible]
Prineville, Oregon

RECEIVED
SEP 10 1964
FOR FILI

Form PR-83A (2)
(12-63)

cc: OSHD (L P Sh
Region
Wash DC

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

nig

FINAL REPORT

(PPM 20-6.1)

REGION NO. 8	REPORT NO. 20	COUNTY Baker	DIVISION Oregon
DATE OF REPORT 9-1-64	REPORT MADE BY L. C. Jensen, Area Engr		PROJECT NO. I-80N-7(8)316
COMPLETION DATE 9-11-62	ACCEPTANCE DATE BY CONTRACTING AGENCY 12-13-62	TIME ELAPSED 174%	APPROVED EXTENSION(S) 0
CONTRACT TIME 190 days	LOCATION See below		

The PR-47, Statement of Materials and Labor Used by Contractors on Highway Construction Involving Federal Funds, has been submitted.

A copy of the State's materials certificate is attached to the Division office copy of this report.

All applicable contract requirements relative to wage rates, payroll submissions, and labor provisions have been met.

There is compliance with Section 1.23 of the Regulations pertaining to encroachment on the right-of-way.

Other remarks:

PLEASANT VALLEY - HILL CREEK

The project is located on the Old Oregon Trail Highway in Baker County, and begins at the easterly end of project I-80N-7(1)306, which is 11.5 miles southeasterly of Baker city limits. The project goes southeasterly 2.6 miles and the end of the project is approximately 2.7 miles northwest of the Oxman Railroad O'xing on the existing roadway.

The estimated final cost of the project is $1,134,474. This is an underrun of less than 1%.

Drainge excavation overrun 140% because of excavating to solid footings below grade.

General excavation overrun 2%. Other items overrun and underrun in negligible amounts.

The contractor had indicated a claim would be filed. No claim was presented on this project, however a claim was made against a companion project under contract by the company on this project. This report was delayed awaiting the outcome of the claim presented by Keystone Construction Co.

(more)

The project has been completed in substantial conformity with the approved plans and specifications, including authorized changes and extra work.

Acceptance of the project is recommended.

L. C. Jensen
Area Engineer
L.C.Jensen

Project Accepted 9-1-64
Date

A. W. Parsons
Division Engineer
A.W.Parsons

Morgan 9-10-64

RECEIVED
MAY [illegible] - 1964

FOR FILING

Mr. Porter

5769

CAKE, JAUREGUY, HARDY, BUTTLER & MCEWEN
ATTORNEYS AT LAW
1408 STANDARD PLAZA
PORTLAND, OREGON 97204
226-7321

RALPH H. CAKE
NICHOLAS JAUREGUY
HERBERT C. HARDY
JOHN H. BUTTLER
DONALD W. McEWEN
WILLIAM E. LOVE
JONATHAN U. NEWMAN
JOHN R. FAUST, JR.
CLAUD A. INGRAM, JR.
JOSEPH J. HANNA, JR.

April 29, 1964

Mr. Forrest Cooper
State Highway Engineer
c/o State Highway Department
Salem, Oregon

Re: Claim of Keystone Construction Company Inc. for additional compensation on Contract No. 5604, Baker-Pleasant Valley, and Contract No. 5769, Pleasant Valley-Hill Creek

Dear Sir:

Reference is made to a claim heretofore filed on behalf of Keystone Construction Company. The claim is dated May 29, 1963 and seeks additional compensation for services performed on Contract No. 5604, Baker-Pleasant Valley, and Contract No. 5769, Pleasant Valley-Hill Creek.

The claim was prepared by the Superintendent of Keystone Construction Company. Because of the limited time available for the submission of the claim no other factual data could be submitted in support of the claim.

After submission of the claim, and on behalf of the contractor, this office wrote to you by letter dated June 27, 1963, offering to discuss and negotiate, if possible, a settlement of these claims. By letter dated July 2, 1963, your office replied and advised that a detailed review of the claims had been made, and that in your opinion, as a result of your study, there was nothing to negotiate.

Following receipt of your letter of July 2, 1963, a detailed and exhaustive study was made. This study was made by Pettijohn Engineering Company, employed by the contractor for that purpose. As a result of the study made by Pettijohn Engineering Company the contractor has concluded that only the items hereinafter discussed have sufficient merit to discuss negotiation. The items which the contractor feels are sufficient to negotiate for additional compensation will be briefly discussed hereinafter.

An examination of the Commission's records establishes that the Commission omitted from excavation work a total of 17,672 cubic yards. The excavation was general excavation and the area involved was the "B" line at the Encina Interchange. Your own records indicate a total of 25,566.7 cubic yards of material was removed from this area, and your records further establish that the contractor was paid for the removal of only 7,894.8 cubic yards.

The study made by Pettijohn Engineering Company establishes that the contractor was not compensated for a short overhaul of 314,091 yard stations, and was not compensated for a long overhaul of 61,930 "C" yard stations.

In addition to the excavation and movement referred to above the contractor is of the opinion that delays encountered in the prosecution of the work justified an extension of the contract period in excess of that actually granted. As you are aware a substantial slide occurre November 21, 1960 in the vicinity of Station 695. As a result of this slide a stop-order was issued to the contractor and operations were suspended pursuant to the stop-order until January 12, 1961 at which time the Commission issued its Force Account Order to the contractor. As a result thereof a total of 36 working days were lost to the contractor in the slide area. The contractor was charged 6 days of this time, the six-day charge being made between November 21, 1960 and November 30, 1960. The contractor expended 43 days in eliminating the slide and during that period of time was unable to engage in any substantial prosecution of work elsewhere under the contract. In addition, the contractor expended 9 days in constructing additional temporary traffic detours to aid the flow of traffic around the slide area.

In addition the contractor experienced substantial delay as a result of the failure of the utilities involved to relocate their installation. The utilities involved were the natural gas line and the electric utility line. The delays of these utilities were not only unreasonable but their failure to remove their installations in particular areas was critical to the orderly prosecution of the work under the contract.

Specifically, the electric utility, though promptly notified after the letting of the contract, did not complete the removal until July 20, a four month delay, which was critical in the area of Station 715+. The gas line in the vicinity of Station 383+ was not removed until August of 1960. These delays were the subject of letters written to the Commission's resident engineer under date of June 8, 16, 24 and July 7, 1960.

The contractor feels that its request for an extension due to unanticipated difficulties in the area of Station 340+ is justified. In this area the contractor, while excavating for the placement of a structural plate, encountered an excessive quantity of water. This excessive quantity of water caused the placement of approximately 1,100 feet of pipe, required substantial additional excavation, which required the employment of substantial amounts of equipment for a protracted period.

The contractor is of the opinion that the delay occasioned by the slide justified an extension of 64 days, the delay occasioned by the failure of the utilities to remove promptly justified an extension of 20 days, and the unusual conditions at Station 340 justified an extension of 10 days. The total extension required by the contractor for the foregoing was a period of 94 days, of which only 38 was allowed. The contractor requests your reconsideration of the remainder, namely, 56 days. That this extension is justified is borne out by your letters of October 20 and December 8, 1961. In your October letter you advise that your Engineer recommended an extension of 64 days because of the slide.

The undersigned regrets that a conflict in professional commitments prevents his attendance and participation in the conference being held April 30, 1964. However, he feels confident that the people in attendance can provide you with a factual basis justifying your favorable consideration of these claims on behalf of the contractor.

Yours very truly,

CAKE, JAUREGUY, HARDY, BUTTLER & McEWEN

Donald W. McEwen

Donald W. McEwen

DWMcE:P

cc: Mr. Jim Bodie

RECEIVED
MAR 10 1964
FOR FILING

[illegible]

9

March 10, 1964

Hudspeth Industries
P. O. Box 458
Prineville, Oregon

Att: Mr. Robert W. Dahlen

Gentlemen:

Reference is made to your letter of March 6, 1964, requesting a copy of "Weekly Statement of Workday Charges" on State Contract No. 5769, Pleasant Valley-Hill Creek Section of the Old Oregon Trail Highway in Baker County.

We are enclosing a copy of the last Weekly Statement submitted on this contract. The submission date was September 14, 1962.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

DBP:mb
Enc.

cc: Mr. L. I. Lindas

• HUDSPETH LAN AND LIVESTOCK CO. • HUDSPETH PINE •

• KEYSTONE CONSTRUCTION CO. • PRINEVILLE MACHINE • RECREATION UNLIMITED •

HUDSPETH INDUSTRIES
P.O. BOX 458
PRINEVILLE, OREGON

March 6, 1964

L. H. Young
Office Engineer
State Highway Dept.
Salem 10, Oregon

Re: Baker Pleasant Valley Road 5769

Dear Sir;

Through an illness I am unable to secure "Weekly Statement of Workday charges" on Keystones Pleasant Valley Job 5769.

Would you please submit a copy of same at your earliest convenience.

Sincerely,

Robert W. Dahlen

RWD:rs

RECEIVED
MAR 9 1964
OFFICE ENGINEERING
DIVISION

[illegible]
Copy [illegible]
Copy [illegible] -64

OREGON STATE HIGHWAY DEPARTMENT WEEKLY STATEMENT OF WORKDAY CHARGES	COUNTY [illegible]		CONTRACT NO. [illegible]	
	SECTION [illegible]		TYPE OF WORK [illegible]	
	HIGHWAY [illegible]			
CONTRACTOR [illegible]			DATE OF STATEMENT [illegible]	

UNIT OF WORK											
BEGINNING DATE OF WORKDAY COUNT			[illegible]								REASON FOR NOT CHARGING AS WORKDAY
DAY OF WEEK	DAY OF MON.	PREDOMINANT WEATHER								[illegible]	
MON.	[illegible]	[illegible]							[illegible]	[illegible]	
TUE.	[illegible]								[illegible]		
WED.		[illegible]dy								0	[illegible]
THU.										0	
FRI.	[illegible]										
TOTAL FOR CURRENT WEEK										[illegible]	
TOTAL WORKDAYS CHARGED ON PREVIOUS WEEK'S STATEMENT										[illegible]	
REVISIONS (+ OR −) (EXPLAIN BELOW)											
WORKDAYS CHARGED TO END OF CURRENT WEEK										[illegible]	
LIMITING NUMBER OF WORKDAYS										[illegible]	
WORKDAYS REMAINING											
EXCESS WORKDAYS USED										[illegible]	

COMMENTS:

DATE MAILED TO CONTRACTOR

Sept. 14, 1962

SIGNED BY

Resident Engineer

[illegible]

DISTRIBUTION

- Original to Contractor's Headquarters.
- Duplicate to Contractor's Representative on Job.
- Triplicate and quadruplicate to Bridge or Construction Engineer in Salem.
- Quintuplicate to Division Engineer, to be destroyed when final estimate is paid.
- Sextuplicate retained by Resident Engineer, to be destroyed when final estimate is paid.

E-[illegible] (REVISED 1-6[illegible] 30M SETS)

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FEB 13 1964
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COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

FLOYD QUERY, SECRETARY
SALEM

5769-

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

February 10, 1964

Hudspeth Industries
P. O. Box 458
Prineville, Oregon

Attention: Mr. A. J. Chinn

Gentlemen:

Reference is made to your letter to Mr. Floyd Query, Secretary to the Highway Commission, dated January 31, 1964.

We are enclosing tabulations for each of the Orders for Extra Work on Contracts 5604 and 5769. The tabulations show:

1. The amount authorized for each order. Copies of the orders are enclosed.
2. The number of the estimate voucher on which payments were made.
3. The amount of the bills for each estimate as submitted by the contractor.
4. The amount of each bill as checked and approved by the Resident Engineer.
5. The amount of each bill as checked and approved and paid by our Accounting Division.
6. Explanation of corrections made by the Accounting Division.

Your attention is called specifically to Order for Extra Work (EWO) No. 5, Contract 5604. The original order, with supplemental order, was estimated and authorized in the amount of $126,894.82. Bills were submitted by the contractor in the amount of $126,049.26. Total payments were $126,616.02, Item 805, Slide Removal, on page 2 of the voucher for Estimate No. 24 Final.

We trust this information will answer your questions regarding extra work on the contracts.

RECEIVED
11 1964
OFFICE OF
STATE HIGHWAY ENGINEER

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

CONTRACT NO. 5769
Statement of Orders for Extra Work
Pleasant Valley-Hill Creek Section
Old Oregon Trail Highway

EWO #1 - Flagging, Amount of Order $12,000.00

Est. No.	Bills Submitted by Contractor	Approved by Res.Engr.	Amount Paid	
3	$ 403.45	$ 403.45	$ 403.45	
4	737.85	737.74	737.74	
5	848.72	848.72	848.79	Corr. Fed. Unemp. Rate
6	410.19	410.19	410.56	Corr. Fed. Unemp. Rate
7	1,087.81	1,087.81	1,087.81	
8	347.97	347.97	347.95	SIAC Rate
9	76.48	76.48	76.48	
10	192.81	192.81	192.81	
11	(112.54	(112.54	(112.54	
	(37.32	(37.32	(37.32	
12	171.38	171.38	171.38	
13	(1.92	(1.92	(1.92	
	(17.96	(17.96	(17.96	
14	78.45	78.45	78.45	
	124.33	123.90	123.90	SIAC Rate
18	56.52	56.52	58.36	Unemp. Rate
	269.86	269.86	279.82	Unemp. Rate & Extension
	68.06	68.03	70.10	Fed. Unemp.
19	51.67	51.57	53.97	SIAC,Fed.Unemp. H.&W.Pens.Rate
	38.40	38.40	38.31	SIAC Rate
20	182.15	182.15	182.15	
21	18.61	18.61	18.78	SIAC & Fed. Unemp. Rate
Totals	$5,334.45	$5,333.78	$5,350.55	

EWO #2 - Construction Signing, Amount of Order $2,473.79
2 - Supplemental 3,500.00
Total Auth. $5,973.79

6	$1,788.20	$1,788.20	$1,788.20	
10	162.57	162.57	162.57	
11	389.10	389.10	389.10	
12	184.25	184.25	184.25	
14	276.97	276.97	276.97	
21	83.96	83.96	84.94	SIAC & Fed. Unemp.
Totals	$2,885.05	$2,885.05	$2,886.03	

EWO #3 - Maintain Frontage Road - Amount of Order $769.18

Est. No.	Bills Submitted by Contractor	Approved by Res.Engr.	Amount Paid
7	$ 425.16	$ 424.94	$ 424.94
8	89.04	89.04	89.04
9	203.19	203.19	203.19
Totals	$ 717.39	$ 717.17	$ 717.17

EWO #4 - Fence panels in gullies, ditches, depressions, Amount of Order $477.25

20	$ 596.24	$ 267.89	$ 267.01	
21	168.61	161.70	161.46	SIAC, Fed. Unemp. Rate, Disc. on Wade Invoice
Totals	$ 764.85	$ 429.59	$ 428.47	

EWO #5 - Scale rock slope, drill and shoot overhang, Amount of Order $2,500.00

18	$ 304.91	$ 292.47	$ 292.47

EWO #6 - Slide removal, dress slopes, adjust right of way fence,
Amount of Order $3,920.35
Supplement 1,079.65
Total Auth. $5,000.00

13	$3,587.36	$3,587.36	$3,586.46	Discount
14	365.07	365.07	365.07	
18	62.97	62.97	63.08	Fed. Unemp.
20	1,723.69	1,459.47	1,465.04	Unemp., H. & W. Pension
21	47.89	46.56	46.91	SIAC, Fed. Unemp. Rate
Totals	$5,786.98	$5,521.43	$5,526.56	

EWO #7 - Not issued.

EWO #8 - Replace farm road, Amount of Order $719.90

18	$ 243.05	$ 244.20	$ 245.33	Fed. Unemp.
	22.48	22.48	22.50	Fed. Unemp.
Totals	$ 265.53	$ 266.68	$ 267.83	

• KEYSTONE CONSTRUCTION CO. • PRINEVILLE MACHINE • RECREATION UNLIMITED • HUDSPETH LAND AND LIVESTOCK CO. • HUDSPETH PINE •

HUDSPETH INDUSTRIES
P.O. BOX 458
PRINEVILLE, OREGON

January 31, 1964

Mr. Floyd Query
Oregon State Highway Comm.
Salem, Oregon

Dear Sir:

We would like an itemized statement of all force account orders on Job-5604 and 5769, of how they were computated and the total figures arrived at especially Job-5604, approximately at station 695+00 in slide area. Our extra work orders in this area came to $126,000.00 which is the exact amount that was estimated before the work was started.

Sincerely,

Arthur J. Chinn

A. J. Chinn
Keystone Construction Co.

AJC:rs

[illegible] 2-5-64

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[illegible] 1964
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
FEB - 3 1964
OREGON
STATE HIGHWAY COMMISSION

CONTRACT NO. 5604
Statement of Orders for Extra Work
Baker-Pleasant Valley Section
Old Oregon Trail Highway

EWO #1 - Flagging, Amount of Order $5,000.00
Estimate Payments:

Est. No.	Bills Submitted by Contractor	Approved by Res.Engr.	Amount Paid	
4	$ 265.31	$ 265.31	$ 265.31	
5	101.13	101.13	101.13	
7	76.33	76.33	76.33	
8	777.84	777.84	777.84	
9	723.32	723.32	723.32	
10	14.54	14.54	14.54	
11	412.15	412.49	412.53	Corr. Fed. Unemp. Cont. Rate
12	623.19	623.19	623.73	Fed. Unemployment
13	173.03	173.03	173.03	
15	1,420.02	1,420.02	1,420.02	
	1,469.29	1,469.29	1,469.29	
16	894.77	894.77	894.77	
17	119.54	119.54	119.54	
18	117.77	117.77	101.21	Equip. Rental not allowed
19	19.19	19.19	19.19	
21	81.09	81.09	83.61	Fed. Unemp. H. & W. Pension
	95.75	95.73	95.73	
	73.75	73.75	73.75	
22	164.04	164.04	169.10	Fed. Unemp. H. & W. Pension
23	123.97	123.97	127.91	Fed. Unemp. H. & W. Pension
Totals	$7,746.02	$7,746.34	$7,741.88	

EWO #2 - Splice and rearrange wall steel of rigid frame structures, Amount of Order $460.00

5	$ 337.58	$ 337.58	$ 337.58
	199.96	199.95	199.95
6	38.34	38.34	38.34
Totals	$ 575.88	$ 575.87	$ 575.87

EWO #3 - Directional Signing, Amount of Order $2,018.25

Est. No.	Bills Submitted by Contractor	Approved by Res. Engr.	Amount Paid	
5	$ 45.83	$ 45.83	$ 45.83	
17	(128.59)	(128.59)	-	Ret.to Engr. for Add'l Inform.
18	219.07	219.07	219.10	Extension
22	63.81	59.50	61.43	Fed. Unemp., H. & W. Pension
Totals	$ 328.71	$ 324.40	$ 326.36	

EWO #4 - 4" Water Line in 12" Conduit, Amount of Order $701.50

7	$ 87.24	$ 87.24	$ 87.24
	428.81	428.81	428.81
18	947.59	947.59	947.59
Totals	$1,463.64	$1,463.64	$1,463.64

EWO #5 - Slide removal, repair slopes, salvage and rebuild fence,
5 Supplement - Amount of Order $ 65,875.51
Supplement 61,019.31
Total Auth. $126,894.82

11	$ 39,940.89	$ 40,495.59	$ 40,495.93	Corr. Fed. Unem. Cont. Rate
12	63,544.55	63,544.55	63,554.28	Corr. Fed. Unem. Cont. Rate
13	22,401.53	22,401.48	22,401.48	
24	162.29	162.29	164.33	SIAC & Fed. Unemp. Rate
Totals	$126,049.26	$126,603.91	$126,616.02	

EWO #6 - Extra fencing, gullies, ditches, depressions,
Estimate - $575.00

24	$ 494.68	$ 455.35	$ 458.07	SIAC & Fed. Unemp. Rate

5769

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

JAMES F. BODIE
ATTORNEY-AT-LAW
PRINEVILLE, OREGON
P. O. BOX 356
PHONE HI 7-7083

July 30, 1963

Mr. Floyd Query, Secretary
Oregon State Highway Commission
State Highway Department
Salem, Oregon

Mr. Donald McEwen
Attorney at Law
Equitable Building
Portland, Oregon

Dear Mr. Query:

I am writing you concerning your letter of July 19, 1963 wherein you stated you had checked with the Accounting Division of the status of the final payments on Contracts No. 5604 and 5769 that had been awarded to Keystone Construction Company, the balance due on these final payments having been combined into one sum in the amount of $22,783.63.

You stated apparently the voucher had not been received. The voucher was forwarded to your office by Mr. Donald McEwen, Attorney at Law of Portland, approximately one month ago.

If the voucher has not been received as yet, I would appreciate your letting me know and forward us a new voucher to be executed so that we can get this account paid.

Very truly yours,

James F. Bodie

James F. Bodie

JFB:mm

RECEIVED
JUL 19 1963

FOR FILING

5769

July 19, 1963

Mr. James F. Bodie
P. O. Box 356
Prineville, Oregon

Dear Mr. Bodie:

After you telephoned me yesterday I checked with our Accounting Division concerning the status of final payment on Contract Nos. 5604 and 5769, awarded to Keystone Construction Company.

I was told that the final payments for these two contracts had been combined into one sum in the amount of $22,783.63. Payment of this amount, however, cannot be made until the voucher, signed by Keystone Construction Company, has been returned. If the voucher for this payment has been sent in, please let us know.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM.

FQ:jmc

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JUL 16 1963
FOR FILING
I-80N 7([illegible])[illegible]
5769

July 16, 1963

Mr. A. M. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Attention: Mr. Gordon Brooks

Dear Sir:

We are returning herewith two final inspection reports that have been approved and signed by the Bureau of Public Roads.

1. Baker-Pleasant Valley, grading
   I-80N-7(1)306 final
   Contract No. 5604
   Contractor, Keystone Construction Co.

2. Pleasant Valley-Hill Creek, grading & paving
   I-80N-7(8)316 final
   Contract No. 5769
   Contractor, Keystone Construction Co.

The return of these two reports was requested by Mr. Brooks in his conversation with Mr. Hardie a few days ago. When the State has made final settlement with the contractor in regard to these two projects, we will expect these final reports to be returned to us at that time.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

JAH:lt
Enc.

cc: Frank Morgan

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RECEIVED
JUL 3 - 1963
FOR FILING

I-80N-7(?)31[illegible]
5769

July 2, 1963

[illegible], [illegible], Hardy, Buttler & McEwen
[illegible]
[illegible] Building
Portland 4, Oregon

Attention Mr. Donald W. McEwen

Gentlemen:

Re: Claim of [illegible] Construction Company, Inc., for additional compensation on Contract No. [illegible], Baker-Pleasant Valley, and Contract No. 5769, Pleasant Valley-Hill Creek.

On May 29, the [illegible] Construction Company presented to us a detailed [illegible] of claims against the Highway Department on Contract [illegible], Baker-Pleasant Valley Section, and Contract 5769, Pleasant Valley-Hill Creek Section, Interstate Highway 80N, in Baker County.

The Department has just finished a detailed and rigorous review of the claims as presented. Unless the [illegible] Construction Company has further information than was contained in the May 29 presentation, there is nothing, in our opinion, to negotiate. However, if you would like to discuss the matter with us, we will be glad to meet with you any time at your convenience. As the records of these contracts are in the Highway Building in Salem, we suggest that the meeting be held here. If you would let us know a day or two in advance, we would arrange to have the necessary people in attendance.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

R. L. [illegible]
Deputy State Highway Engineer

[illegible]
cc Mr. Forrest Cooper
Mr. L. I. Lindas
Mr. Lloyd P. Shaw

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RECEIVED
JUL 3 - 1963

FOR FILING

I-80N-1(8)316
5769

RALPH H. CAKE
NICHOLAS JAUREGUY
HERBERT C. HARDY
JOHN H. BUTTLER
DONALD W. McEWEN
WILLIAM E. LOVE
JONATHAN U. NEWMAN
RALPH H. CAKE, JR.
JOHN R. FAUST, JR.
CLAUD A. INGRAM, JR.

CAKE, JAUREGUY, HARDY, BUTTLER & McEWEN
ATTORNEYS AT LAW
1220 EQUITABLE BUILDING
PORTLAND 4, OREGON
CAPITOL 2-1323

June 27, 1963

Mr. Forrest Cooper
State Highway Engineer
c/o State Highway Department
Salem, Oregon

Re: Claim of Keystone Construction Company, Inc., for additional compensation on Contract No. 5604, Baker - Pleasant Valley and Contract No. 5769, Pleasant Valley - Hill Creek.

Dear Sir:

This office has been retained to represent Keystone Construction Company in connection with its claim for additional compensation arising from the performance of Contract Nos. 5604 and 5769. These contracts were for highway construction for the Highway Department in the Baker - Pleasant Valley and Hill Creek areas.

Without commenting upon the merits of the contract claims it would appear desirable to attempt to resolve the matters at issue by negotiation rather than litigation. This office, and representatives of the contractor, stand ready to meet with you, or such of your assistants as you designate, for the purpose of attempting to negotiate a settlement of these claims.

Porter

Yours very truly,

CAKE, JAUREGUY, HARDY, BUTTLER & McEWEN

Donald W. McEwen

Donald W. McEwen

DWMcE:P

cc: A. F. Parson
cc: H. S. Coulter
cc: R. R. Camerson
cc: Floyd Query
cc: Jack Dunn
cc: Jim Bodie

RECEIVED
JUN 28 1963
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JUN 28 1963
OREGON
STATE HIGHWAY COMMISSION

NOTED
R. L. PORTER

9

RECEIVED
JUL 3 - 1963

FOR FILING

I 80N-[illegible]

5769

Salem, Oregon
June 25, 1963

Mr. F. D. Morgan
Construction Engineer
BUILDING

On June 3 I forwarded to you claims by the Keystone Construction Company on Contracts 5694 and 5769, the Baker-Pleasant Valley and the Pleasant Valley-Hill Creek Sections of Interstate 80N in Baker County.

Please advise as to the status of your investigation.

R. L. Porter
Deputy State Highway Engineer

RLP:ms

RECEIVED
JUN 6 - 1963
FOR FILING

5769

RECEIVED
JUN 6 1963
OFFICE OF
STATE HIGHWAY ENGINEER

[illegible] LSC 34 6-5-63 445P

MORGAN

NOTED
R.L.PORTER

TRAFFIC ROUTED OVER THE NEW FOUR LANE SECTION BETWEEN PLEASANT VALLEY AND MILL CREEK AT 4:00 PM THIS AFTERNOON.

[illegible]
[illegible]

RECEIVED
JUN 3 - 1963

FOR FILING
I-N 7(8)3[illegible]

5769

Salem, Oregon
June 3, 1963

Keystone Construction Co. Claim
Contracts 5[illegible]4 and 5769

Mr. F. D. Morgan
Construction Engineer
BUILDING

Herewith copy of a claim letter from the Keystone Construction Company relative to Contracts 5[illegible]4, [illegible] Section, and 5769, Pleasant Valley-[illegible] Creek Section, Interstate Highway 80N in Baker County.

Please examine the letter in detail and prepare an answer for Mr. Cooper's signature. It appears that we are headed toward a law suit in this matter.

R. L. Porter
Deputy State Highway Engineer

RLP:ms
cc Mr. Forrest Cooper
Mr. Lloyd Shaw

June 3, 1963

Mr. Ron Hudspeth, Secretary
Keystone Construction Company, Inc.
Post Office Box 55
Prineville, Oregon

Dear Mr. Hudspeth:

Reference is made to your claims, dated May 29, on Contract [illegible], [illegible] Valley Section, and Contract [illegible], [illegible] Valley-Mill Creek Section, of Interstate 80N in Baker County.

As soon as this Department has had an opportunity to examine the matter in detail, you will be contacted.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

R. L. Porter
Deputy State Highway Engineer

RLP:ms

cc Mr. Forrest Cooper
Mr. Lloyd Shaw
Mr. F. D. Morgan

KEYSTONE CONSTRUCTION COMPANY

P.O. BOX 55

Prineville, Oregon

May 29, 1963

Mr. Forrest Cooper
State Highway Engineer
c/o State Highway Department
Salem, Oregon

Re: Claim of Keystone Construction Company, Inc., for additional compensation on Contract No. 5604, Baker - Pleasant Valley, and Contract No. 5769, Pleasant Valley - Hill Creek.

Dear Sir:

Reference is made to the two construction contracts hereinabove identified. Contract No. 5604 was awarded to Keystone Construction Company, Inc. on March 10, 1960. Contract No. 5769 was awarded to Keystone Construction Company, Inc. on August 18, 1960. The work required to be performed by Keystone Construction Company, Inc., hereinafter referred to as Contractor, pursuant to each of the above contracts, has been completed. The final estimates and voucher for each of these contracts have been submitted, each of the same being transmitted by mail, postmarked March 5, 1963.

Pursuant to the provisions of the contracts, the Contractor hereby makes claim for additional compensation earned under the aforesaid contracts. There are transmitted herewith Exhibits "A", "B" and "C". Exhibit "A" details insofar as possible the claim for additional compensation for the excavation of materials, and the haulage thereof, performed by the Contractor under Contract No. 5604. The total earned but unpaid as shown by Exhibits "A" and "B" is the sum of $138,998.80. Exhibit "C" sets forth the earned but unpaid compensation due the Contractor under Contract No. 5769. Exhibits "A" and "B", both relating to Contract No. 5604, separately treat the unpaid for excavation and haulage from the improperly assessed liquidated damages. Exhibit "C" comprises in a single document the Contractor's claim for unpaid for excavation, haulage and improperly assessed liquidated damages.

The total amount reflected by the three Exhibits

copy to FC

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is the sum of $255,820.62. In addition the Contractor claims an additional sum of $90,000.00 due upon Contract No. 5604. This additional amount is claimed for the excavation of materials and the haulage thereof. In addition, the Contractor claims $60,000.00 due under Contract No. 5769, which is likewise due for the excavation and haulage of materials. The amounts last set forth cannot be detailed to the same extent as the claims reflected in the transmitted Exhibits at the present time. This detailing cannot now be set forth because the engineering work necessary to detail the same has not as yet been completed.

After receipt of the final estimates and voucher by the Contractor, its representatives met with Mr. R. R. Cameron, the Resident Engineer, at Baker, Oregon, and Mr. Scott Coulter, the Assistant Division Engineer, for the purpose of inducing the Highway Commission to make an entire engineering cross-section of the area covered by the contracts. The Contractor is confident that should such engineering be performed it would clearly indicate that the Contractor was entitled to substantial additional sums for the excavation of materials and the haulage thereof. The Contractor's request was declined and thereafter the Contractor engaged Pettyjohn Engineering Company of Portland, Oregon, for the purpose of making the necessary engineering studies, surveys, cross-sections and profiles to substantiate its claim. This engineering company has thus far made certain surveys, profiles and cross-sections of the area embraced in Contract No. 5604. The determination by this independent engineer substantiates the Contractor's claim and is in substantial agreement with the Contractor's records. When this independent engineer has had an opportunity to complete the cross-section of the entire area embraced by both contracts, greater detail for the basis of the claim can be supplied. However, since the contract requires the Contractor to make claim to the Highway Engineer within ninety [90] days following the submission of the final estimates and voucher, this claim is being made at the present time.

Keystone Construction Company, Inc. hereby claims additional compensation in the sum of

[1] $228,998.80 for services performed under Contract No. 5604 and for liquidated damages improperly retained

by the State;

[2] $176,821.82 as additional compensation due under Contract No. 5769 for services performed thereunder and for improper retention by the State of liquidated damages.

Yours very truly,

KEYSTONE CONSTRUCTION COMPANY, INC.

By
Ron Hudspeth, Secretary

DWMcE:P

Encls.

cc - A. F. Parsons, Division Engineer
State Highway Commission
La Grande, Oregon

cc - H. S. Coulter, Assistant Division Engineer
State Highway Commission
Baker, Oregon

cc - R. R. Camerson, Resident Engineer
State Highway Commission
Baker, Oregon

cc - Floyd Query, Secretary
State Highway Commission
Salem, Oregon

cc - Jack Dunn
723 Pittock Block
Portland, Oregon
(Atty for American Insurance Company)

RECEIVED
[illegible] 1963
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JUN 10 1963
FOR FILING

[illegible]

5769

KEYSTONE CONSTRUCTION COMPANY
P.O. BOX 55
Prineville, Oregon

May 29, 1963

Mr. Forrest Cooper
State Highway Engineer
c/o State Highway Department
Salem, Oregon

Re: Claim of Keystone Construction Company, Inc., for additional compensation on Contract No. 5604, Baker - Pleasant Valley, and Contract No. 5769, Pleasant Valley - Hill Creek.

Dear Sir:

Reference is made to the two construction contracts hereinabove identified. Contract No. 5604 was awarded to Keystone Construction Company, Inc. on March 10, 1960. Contract No. 5769 was awarded to Keystone Construction Company, Inc. on August 1[illegible], 1960. The work required to be performed by Keystone Construction Company, Inc., hereinafter referred to as Contractor, pursuant to each of the above contracts, has been completed. The final estimates and voucher for each of these contracts have been submitted, each of the same being transmitted by mail, postmarked March 5, 1963.

Pursuant to the provisions of the contracts, the Contractor hereby makes claim for additional compensation earned under the aforesaid contracts. There are transmitted herewith Exhibits "A", "B" and "C". Exhibit "A" details insofar as possible the claim for additional compensation for the excavation of materials, and the haulage thereof, performed by the Contractor under Contract No. 5604. The total earned but unpaid as shown by Exhibits "A" and "B" is the sum of $138,998.30. Exhibit "C" sets forth the earned but unpaid compensation due the Contractor under Contract No. 5769. Exhibits "A" and "B", both relating to Contract No. 5604, separately treat the unpaid for excavation and haulage from the improperly assessed liquidated damages. Exhibit "C" comprises in a single document the Contractor's claim for unpaid for excavation, haulage and improperly assessed liquidated damages.

The total amount reflected by the three Exhibits

NOTED
FLOYD QUERY

is the sum of $288,820.82. In addition the Contractor claims an additional sum of $90,000.00 due upon Contract No. 5604. This additional amount is claimed for the excavation of materials and the haulage thereof. In addition, the Contractor claims $80,000.00 due under Contract No. 5769, which is likewise due for the excavation and haulage of materials. The amounts last set forth cannot be detailed to the same extent as the claims reflected in the transmitted exhibits at the present time. This detailing cannot now be set forth because the engineering work necessary to detail the same has not as yet been completed.

After receipt of the final estimates and voucher by the Contractor, its representatives met with Mr. R. R. Cameron, the Resident Engineer, at Baker, Oregon, and Mr. Scott Coulter, the Assistant Division Engineer, for the purpose of inducing the Highway Commission to make an entire engineering cross-section of the area covered by the contracts. The Contractor is confident that should such engineering be performed it would clearly indicate that the Contractor was entitled to substantial additional sums for the excavation of materials and the haulage thereof. The Contractor's request was declined and thereafter the Contractor engaged Pettyjohn Engineering Company of Portland, Oregon, for the purpose of making the necessary engineering studies, surveys, cross-sections and profiles to substantiate its claim. This engineering company has thus far made certain surveys, profiles and cross-sections of the area embraced in Contract No. 5604. The determination by this independent engineer substantiates the Contractor's claim and is in substantial agreement with the Contractor's records. When this independent engineer has had an opportunity to complete the cross-section of the entire area embraced by both contracts, greater detail for the basis of the claim can be supplied. However, since the contract requires the Contractor to make claim to the Highway Engineer within ninety [90] days following the submission of the final estimates and voucher, this claim is being made at the present time.

Keystone Construction Company, Inc. hereby claims additional compensation in the sum of

[1] $228,998.80 for services performed under Contract No. 5604 and for liquidated damages improperly retained

by the State;

[2] $176,821.82 as additional compensation due under Contract No. 5769 for services performed thereunder and for improper retention by the State of liquidated damages.

Yours very truly,

KEYSTONE CONSTRUCTION COMPANY, INC.

By____________________________
Ron Hudspeth, Secretary

DWMcE:P

Encls.

cc - A. F. Parsons, Division Engineer
State Highway Commission
La Grande, Oregon

cc - H. S. Coulter, Assistant Division Engineer
State Highway Commission
Baker, Oregon

cc - R. R. Camerson, Resident Engineer
State Highway Commission
Baker, Oregon

cc - Floyd Query, Secretary
State Highway Commission
Salem, Oregon

cc - Jack Dunn
723 Pittock Block
Portland, Oregon
(Atty for American Insurance Company)

EXHIBIT "C"

Job #5769

From Sta. 725+00 to sta. 750+00 the Keystone Const. Co. was not paid for 147.628 yds. of exc. at 38¢ a yd. This matl. was hauled from slide area in above sta. Our daily reports show the above does not show on the state mass in the amount of $58,197.12 in exc.. $58,197.12

The haul will have to be shown by a recross section because the mass is entirely wrong the way it shows the above matl. went. The above matl. was hauled from back of the neat lines in the slide area from sta. 725+00 to appr. sta. 750+00.

Item #2

Due to all the work and time that was needed to exc. and haul the above 147.628 yds. because this work was not in the contract and due to all the other work that Keystone was ordered to do by Mr. Cameron and Mr. Weber that was beyond the work called for by the contract, The Keystone Const. Co. does not feel that we should have been charged any penalty time on job #5769 in the amount of $35,250.00. The mass does not show the way the work was bid or done. The only way, as The Keystone Const. Co. sees it, is an entirely new cross section to be taken to show where the matl. came from and where the matl. was emb. .... $35,250.00

Item #3

From sta. 748+00 to sta. 773+00 the Keystone Const. Co. exc. and hauled 13.020 yds. of matl. that we were not paid for at 38¢ a yd. in the amount of.... $ 4,947.60

Here again the haul will show only by a recross section.

Item #4

From sta. 669+00 to sta. 794+00 our records show we exc. and hauled 17.261 yds. of matl. that we were not paid for at 38¢ a yd. in the amount of .... $ 6,558.18

Here again the mass does not show the right haul on this matl.

EXHIBIT "C"

Job #5769

From Sta. 725+00 to sta. 750+00 the Keystone Const. Co. was not paid for 147.628 yds. of exc. at 38¢ a yd. This matl. was hauled from slide area in above sta. Our daily reports show the above does not show on the state mass in the amount of $58,197.12 in exc.. $58,197.12

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Here again the haul will show only by a recross section.

Item #4

From sta. 669+00 to sta. 794+00 our records show we exc. and hauled 17.261 yds. of matl. that we were not paid for at 38¢ a yd. in the amount of ... $ 6,558.18

Here again the mass does not show the right haul on this matl.

Item #5

Through the area from appr. sta. 795+00 to sta. 835+00 Where Keystone Const. Co. laid back and unloaded the slopes our records show there was appr. 31.234 yds. of matl. exc. that Keystone Const. Co. was not paid for at 38¢ a yd. in the amount of .... $11,868.92 in exc. Here again the mass does not show the haul the way the matl. was hauled.

The Keystone Const. Co. daily reports show that we have not been paid the haul price on a lot of matl. Here again the only way that it can be made right is by a complete recross section of the entire job.

RECEIVED
APR 11 1963

FOR FILING

[illegible]

5769

9

April 11, 1963

American Insurance Company
McLaughlin Building
1220 S. W. Columbia
Portland 1, Oregon

Gentlemen:

We have received a letter dated April 4, 1963, from Marwais Steel Company, Los Angeles, informing us that their claim in the amount of $14,062.75 for materials furnished to H. B. McWaters Construction Company, subcontractor, has been paid in full.

Our records indicate this to be in connection with the Keystone Construction Company, Inc., Contract No. 5769 for grading and paving on the Pleasant Valley-Hill Creek Section of the Old Oregon Trail Highway in Baker County.

We provide this information as your company is listed as surety on the performance bond furnished with this contract.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

cc Cole, Clark & Cunningham, Inc.
222 SW 4th Avenue
Portland 4, Oregon

Keystone Const. Co., Inc.
P. O. Box 55
Prineville, Oregon

Commissioners

NOTED ON CARD
lc

CWH:fkn

April 10, 1963

Marwais Steel Company
6466 Gayhart Street
Los Angeles 22, California

Attention: Mr. Ross W. Peiram
Controller

Gentlemen:

Thank you for your letter of April 4 addressed to the Secretary of State informing them that your claim in the amount of $14,082.75, which was filed in his office on December 5, 1962, has been paid in full and that your letter constitutes a full and complete release of your claim.

You state this is in reference to materials furnished to H. B. McWaters Construction Company, Subcontractor to the Keystone Construction Company, Inc., on Contract No. 5769 for grading and paving on the Pleasant Valley-Hill Creek Section of the Old Oregon Trail Highway in Baker County.

This information will be noted in our records, and we will advise the surety and the contractor of the receipt of your letter.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

CWH:fkn

NOTED ON CARD

MARWAIS STEEL COMPANY
6466 Gayhart Street • Los Angeles 22, California
RAymond 3-5131 • RAymond 3-8831 • Cable Address: Waismar

April 4, 1963

State of Oregon
Secretary of State
Capitol Building
Salem, Oregon

Re:Oregon State Contract No. 5769
Project No. INTER 1-80N-7(8)316
Keystone Construction Co., Inc.,
Prime Contractor

Gentlemen:

A claim and notice to withhold the amount of $14,082.75, for the above contract was mailed to your office on December 4, 1962. This claim was for materials furnished to H.B. McWaters Construction Company, a sub-contractor of the Keystone Construction CO., Inc. Payment has been received for the full amount and this letter constitutes a full and complete release of our claim for $14,082.75.

Very truly yours,

MARWAIS STEEL COMPANY

Ross W. Perram
Controller

RWP:pp

[illegible] please reply
76

RECEIVED
APR 5 - 1963
HOWELL APPLING, JR.
SECRETARY OF STATE

cc: Cole, Clark, Cunningham
222 S.W. Fourth
Portland, Oregon

Keystone Construction Co., Inc.
P.O. Box 458
Prineville, Oregon

H.B. McWaters Construction Co.
P.O. Box 1807
Boise, Idaho

FLAT ROLLED STEEL • ALUMINUM • SHEET AND COIL PROCESSING • HIGHWAY PRODUCTS • PLICO PIPELINE PRODUCTS • CONTINUOUS COIL COATED METAL

RECEIVED
MAR 6 - 1963
FOR FILING

[illegible]

5769

[illegible], [illegible]

[illegible] Co.,
[illegible]
[illegible]
[illegible] 1, Oregon

Gentlemen:

On December 19, 1962, we wrote to you concerning release of [illegible] contract [illegible] Const. Co. [illegible] Valley section of the [illegible] County, and contract [illegible] Const. Co. Inc., for grading-paving [illegible] Valley-Hill Creek section of the Old Oregon Trail in [illegible] County.

Final payments on these two contracts, assigned to surety, are as follows:

Contract [illegible] - credit to state	$34,[illegible]
Contract 5769 - credit to contractor	57,477.[illegible]
Net payment to contractor	[illegible]22,763.63

The combined total contract amounts of these two contracts is $[illegible],716.6[illegible] including the combined total of $152,680.72 for work performed under force account.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: American Insurance Co.,
Cole, Clark & Cunningham, Inc.,
222 SW 4th Avenue
Portland 4, Oregon

cc: Keystone Const. Co. Inc.,
P. O. Box 55
Prineville, Oregon

cc: C. H. Maison - Attn.: John Herr

RECEIVED
MAR 4 - 1963

FOR FILING

I-N-7(8)316

5769

March 4, 1963

Mr. Clarence D. Porter
Claims Adjuster
1221 Failing Bldg.
Portland 4, Oregon

Dear Mr. Porter:

Enclosed are copies of final voucher on the Baker-Pleasant Valley Section and Pleasant Valley-Hill Creek Section, of the Old Oregon Trail Highway, Contracts 5604 and 5769.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

DBP:jb

RECEIVED
FEB 4 - 1963

FOR FILING

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

I N-418) 316

5169

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

Yellow copy

January 30, 1963

Maguire, Shields, Morrison, Bailey & Kester
Attorneys at Law
723 Pittock Block
Portland 5, Oregon

Attention: Mr. Jack H. Dunn

Gentlemen:

Attached to your letter of January 29, 1963, was an assignment form whereby Keystone Construction Company, Inc. assigns to the American Insurance Company all future payments on State Highway Contracts Nos. 5604 and 5769, awarded to Keystone Construction Company, Inc.

The assignment form has been checked in our Legal Division and has been found acceptable; therefore, we will ask our Auditor, Mr. C. H. Maison, to forward future payments on these two contracts according to the terms of the assigament.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM.

FQ:jmc
cc: Keystone Construction Company, Inc.
635 North Main Street, P. O. Box 55
Prineville, Oregon

American Insurance Company
Mr. E. Curtin, Claims Supervisor
1220 S. W. Columbia
Portland 1, Oregon

Cole, Clark & Cunningham, Inc.
222 S. W. 4th Avenue
Portland 4, Oregon

C. H. Maison
Alan Johansen

NOTED ON CARD
dc

ROBERT F. MAGUIRE
ROY F. SHIELDS
WILLIAM H. MORRISON
RALPH R. BAILEY
RANDALL B. KESTER
JAMES G. SMITH
HOWARD K. BEEBE
WALTER J. COSGRAVE
NATHAN L. COHEN
JACK H. DUNN
FRANK E. MAGEE
ROBERT R. CARNEY
THOMAS E. COONEY
WINFRID KARL LIEPE
RICHARD A. VAN HOOMISSEN
THOMAS S. MOORE

MAGUIRE, SHIELDS, MORRISON, BAILEY & KESTER
ATTORNEYS AT LAW
723 PITTOCK BLOCK
PORTLAND 5, OREGON
CAPITOL 7-2621

January 29, 1963

State Highway Commission
Salem, Oregon

Re: Contracts No. 5604 and 5769 covering construction of Baker-Pleasant Valley section of the Old Oregon Trail (Keystone Construction Company, Inc.)

Gentlemen:

As you may or may not know, the American Insurance Company has been required to pay certain accounts incurred by the Keystone Construction Company, Inc. in the performance of Keystone Construction Company, Inc.' contracts with the State Highway Commission for the construction of a portion of the Baker-Pleasant Valley Section of the Old Oregon Trail, being contracts No. 5604 and No. 5769.

In view of this situation, Keystone Construction Company, Inc. has assigned to the American Insurance Company any contract balances or retainages due Keystone arising out of the aforementioned contracts.

For your information, I am enclosing executed copy of such assignment and would appreciate your acknowledging receipt of such assignment and making any payments which may become due under such contracts direct to the American Insurance Company.

Very truly yours,

MAGUIRE, SHIELDS, MORRISON, BAILEY & KESTER

Jack Dunn
Jack H. Dunn

JHD:jt
Enclosure
cc: American Insurance Company
1220 S. W. Columbia
Portland, Oregon

Copy to Frank McKinney
asking if assignment
is acceptable.

ASSIGNMENT

WHEREAS, the Keystone Construction Company, Inc., an Oregon corporation, (herein referred to as "Keystone") did on the 10th day of March, 1960 enter into a contract with the State of Oregon, by and through its State Highway Commission, for the grading of a portion of a highway in Baker County, Oregon, known as the Baker-Pleasant Valley Section of the Old Oregon Trail, said contract being No. 5604, and thereafter on the 18th day of August, 1960 entered into a contract with the State of Oregon, by and through its State Highway Commission, for the grading and paving of a portion of said highway in Baker County, Oregon, known as the Baker-Pleasant Valley Section of the Old Oregon Trail, said contract being No. 5769; and

WHEREAS, The American Insurance Company, a New Jersey corporation, did on the 29th day of March, 1960 execute as surety a bond in the principal sum of $1,560,015.50 for and on behalf of Keystone as principal to secure Keystone's compliance with the terms of the aforesaid contract No. 5604, and did on the 18th day of August, 1960 execute as surety a bond in the principal sum of $1,153,851.00 for and on behalf of Keystone as principal to secure Keystone's compliance with the terms of the aforesaid contract No. 5769; and

WHEREAS, The American Insurance Company, as surety under the terms of the aforementioned bonds, has agreed to pay certain obligations incurred by Keystone in the performance of such contracts totalling in the aggregate approximately $211,000.00.

NOW, THEREFORE, Keystone for valuable consideration to it paid by The American Insurance Company, receipt of which is hereby acknowledged, does hereby assign, transfer and set over unto The American Insurance Company any and all contract balances, contract retainages and any and all other moneys due or to become due Keystone from the State of Oregon pursuant to the terms of the aforementioned State Highway Commission contracts Nos. 5604 and 5769, and does hereby authorize and empower The American Insurance Company, in its name, place and stead, to accept and receipt for such moneys and to adjust, settle and compromise any claims or disputes which may exist or arise between Keystone and the State Highway Commission in connection with said contracts or Keystone's performance of the same, and in connection with the adjustment, settlement and compromise of any such claims or disputes to execute for and on behalf of Keystone and in its name, place and stead any releases, settlement or compromise agreements or other documents which may be required by the State Highway Commission as a condition to the payment of any such moneys due to Keystone under the terms of the aforementioned contracts.

IN WITNESS WHEREOF, Keystone Construction Company, Inc. has caused these presents to be executed by its officers pursuant to authority of its Board of Directors this 24th day of January, 1963.

KEYSTONE CONSTRUCTION COMPANY, INC.

By ______________________
Its President

By ______________________
Its Secretary

STATE OF OREGON)
County of Crook) ss.

On this 24th day of January, 1963, before me the undersigned, a Notary Public in and for said County and State, personally appeared the within named John Hudspeth and Ron Hudspeth both to me personally known, who being duly sworn, did say that he the said John Hudspeth is the President, and he the said Ron Hudspeth is the Secretary of KEYSTONE CONSTRUCTION COMPANY, INC., the within named corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that the said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and John Hudspeth and Ron Hudspeth acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

____
NOTARY PUBLIC FOR OREGON
My Commission Expires: 3/5/62

RECEIVED
JAN 28 1963
FOR FILING

I 80N-7(2)316

5169

9

January 24, 1963

Mr. [illegible] Van Elsricom
[illegible] Construction Co., Inc.
Post Office Box 55
[illegible]ville, Oregon

Re: Jobs 601-1040-1-80N-7 (1) 306 Job 5694
601-1045-1-80N-7 (2) 316 Job 5769

Dear Mr. Van Elsricom:

This acknowledges your letter of January 14 in which you state there is error in the survey and computations of the [illegible] project. You state you are making a request for further compensation under Article 1.9 [illegible], Standard Specifications. This paragraph covers work which in the opinion of the contractor entitles him, [illegible], to compensation in addition to that which he would receive at prices set on the basis of plans and specifications set forth in the contract and in previously issued extra work orders or price agreements.

The [illegible] of your letter leads me to believe that the discrepancies you have cited are not in cubic yards, but on contract [illegible] items which you feel have been erroneously computed [illegible]. We will [illegible] making a check on items where discrepancies of a [illegible] are shown. We are not, however, prepared to resurvey the project without evidence that the original work is in error. Mr. H. S. Coulter, Assistant Division Engineer, will give your calculations and data full consideration.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

Lloyd P. Shaw
Assistant State Highway Engineer

LPS:ajw

cc Forrest Cooper
H. S. Coulter

Shaw
See me on this [illegible]

GENERAL CONTRACTORS

January 18,1963

Oregon State Highway Commission
Salem 10, Oregon

Gentlemen: Attention Mr. Forrest Cooper

Re: Jobs 601-1040-1-80N-7 (1) 306 Job 5604
601-1045-1-80N-7 (8) 316 Job 5769

This is to advise that I talked to your Mr. H. S. Coulter at La Grande, Oregon on January 11,1963 regarding the above jobs regarding the general excavation, as we feel that there has been some error in computations.

Mr. H. S. Coulter acknowledged my meeting with him on January 11,1963 by letter dated January 14,1963.

Yesterday he informed me by phone that the records would be returned to Baker, Oregon by January 23,1963 and that we could start checking same on job 5604.

After discussing this matter with our engineer and Mr. John Hudspeth our President last night, we feel that it will necessary to retake a cross section of both jobs and we will have our engineer work right along with your crew.

Therefore under Article 1.9 6 of contract provisions we hereby request that you assign your men along with ours, so that we may go over the job regarding items that do not satisfy us per your semi-final voucher payment schedule.

I will be in Baker, Oregon on January 23,1963 to take this matter up with your Mr. Cameron, and start going over your computations on Job 5604.

Your prompt cooperation will be appreciated.

Porter

Yours truly,
Otis Van Blaricom
Otis Van Blaricom
Registered mail-return receipt requested.

NOTED
R. L. PORTER

NOTED
LLOYD P. SHAW

RECEIVED
JAN 21 1963
OREGON
STATE HIGHWAY COMMISSION

9

RECEIVED
JAN 17 1963
FOR FILING

9769

January 11, 1963

American Insurance Company
McLaughlin Building
1221 S. W. Columbia
Portland 1, Oregon

Gentlemen:

Attached is a copy of a claim in the amount of $[illegible] plus interest which has been filed with the Secretary of State by Grant, [illegible] & [illegible], Attorneys, in behalf of [illegible] Wright Construction [illegible] Company for equipment, labor and services, etc., furnished to the Keystone Construction Company.

This appears to be in connection with the Keystone Construction Company, Inc. Contracts Nos. 5604 and [illegible] in [illegible] County.

We provide this information as your company appears as surety on the performance bonds furnished with these contracts.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM.

cc: Keystone Const. Co. Inc.
P. O. Box 56
Prineville, Oregon

Cole, Clark & Cunningham, Inc.
222 S. W. 4th Avenue
Portland 4, Oregon

G. L. Jackson
D. B. Simpson

CWH:jmc

1859

HOWELL APPLING, JR.
Secretary of State

STATE OF OREGON
DEPARTMENT OF STATE
SALEM 10

January 14, 1963

Mr. Floyd Query, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Mr. Query:

We have received from A. S. Grant, c/o Grant, Fuchs, Rose & Daron, 1928 Court Street, Baker, Oregon, attorneys, and filed as of this date, a notice of claim by Cartwright Construction Company, a partnership consisting of J. L. Cartwright and R. A. Cartwright for machinery andequipment rental, work, labor and services performed and materials furnished and supplied by said partnership between the 1st. day of July, 1960 and the 1st. day of August, 1961, in the sum of $91,817.33 together with interest thereon at the rate of 6 per cent per annum from the date that payment was due on the various items furnished during said period, until paid, against the bonds taken from Keystone Construction Company, principal and American Insurance Company, surety, for the work of grading what is known as the Baker-Pleasant Valley Section of the Old Oregon Trail Highway, under contract No. 5604 and for the work of grading and paving the Pleasant Valley-Hill Creek Section of the Old Oregon Trail Highway, under contract No. 5769, for the Oregon State Highway Department.

We are enclosing three copies of the claim for your information and files.

Kindly acknowledge receipt of the copies on the enclosed carbon copy.

Sincerely,

HOWELL APPLING, JR.
Secretary of State

Geo. Stephens
By
Public Records Section

NOTED ON CARD
Jmc

NOTED
FLOYD QUERY

RECEIVED
JAN 16 1963
OREGON
STATE HIGHWAY COMMISSION

GS:FK
Enc.

Ccc, please reply

NOTICE OF CLAIM

TO: THE STATE HIGHWAY COMMISSION, State Highway Building, Salem, Oregon; C. H. MAISON, Auditor State Highway Commission, State Highway Building, Salem, Oregon; HOWELL APPLING, JR., Secretary of State, State Capitol, Salem, Oregon.

NOTICE IS HEREBY GIVEN, that the Cartwright Construction Company, a partnership consisting of J. L. Cartwright and R. A. Cartwright, has a claim for machinery and equipment rental, work, labor and services performed and materials furnished and supplied by said partnership between the 1st. day of July, 1960, and the 1st. day of August, 1961, in the sum of $91,817.33, together with interest thereon at the rate of 6 per cent per annum from the date that payment was due on the various items furnished during said period, until paid, against the bonds taken from Keystone Construction Company, as principal, and American Insurance Company, as surety, for the work of grading what is known as the Baker-Pleasant Valley Section of the Old Oregon Trail Highway, under Contract No. 5604, and for the work of grading and paving the Pleasant Valley-Hill Creek Section of the Old Oregon Trail Highway, under Contract No. 5769, for the Oregon State Highway Department.

The items upon which the above mentioned sum is claimed are as follows:

Balance due and unpaid for crushed rock material of varying sizes and aggregate	$ 42,486.33
Rental for one Caterpillar No. 12 motor grader for 13 months at $1031.00 per month	13,403.00
Rental charge on rock crushing plant on account of time lost through fault of Keystone Construction Company	25,400.00
Grading and preparing stockpile site	5,000.00
D8 caterpillar and dozer rental	4,126.00
Rental for one 3/4 yard power shovel	1,402.00
Total	$ 91,817.33

This notice is given pursuant to ORS., Chapter 279.

DATED this 10th day of January, 1963.

CARTWRIGHT CONSTRUCTION COMPANY,

By J. L. Cartwright

By R. A. Cartwright

File # 3992

FILED
JAN 14 1963
HOWELL APPLING, JR.
SECRETARY OF STATE

RECEIVED
JAN 14 1963
HOWELL APPLING, JR.
SECRETARY OF STATE

GRANT, FUCHS, ROSE & DARON
LAW OFFICES
1928 COURT STREET
BAKER, OREGON

NOTICE OF CLAIM

TO: THE STATE HIGHWAY COMMISSION, State Highway Building, Salem, Oregon; C. H. MAISON, Auditor State Highway Commission, State Highway Building, Salem, Oregon; HOWELL APPLING, JR., Secretary of State, State Capitol, Salem, Oregon.

NOTICE IS HEREBY GIVEN, that the Cartwright Construction Company, a partnership consisting of J. L. Cartwright and R. A. Cartwright, has a claim for machinery and equipment rental, work, labor and services performed and materials furnished and supplied by said partnership between the 1st. day of July, 1960, and the 1st. day of August, 1961, in the sum of $91,817.33, together with interest thereon at the rate of 6 per cent per annum from the date that payment was due on the various items furnished during said period, until paid, against the bonds taken from Keystone Construction Company, as principal, and American Insurance Company, as surety, for the work of grading what is known as the Baker-Pleasant Valley Section of the Old Oregon Trail Highway, under Contract No. 5604, and for the work of grading and paving the Pleasant Valley-Hill Creek Section of the Old Oregon Trail Highway, under Contract No. 5769, for the Oregon State Highway Department.

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Grading and preparing stockpile site	5,000.00
D8 caterpillar and dozer rental	4,126.00
Rental for one 3/4 yard power shovel	1,402.00
Total --------------------	$ 91,817.33

This notice is given pursuant to ORS., Chapter 279.

DATED this 10th day of January, 1963.

CARTWRIGHT CONSTRUCTION COMPANY,

By J. L. Cartwright

By R. A. Cartwright

File # 3992

FILED
JAN 14 1963
HOWELL APPLING, JR.
SECRETARY OF STATE

RECEIVED
JAN 14 1963
HOWELL APPLING, JR.
SECRETARY OF STATE

GRANT, FUCHS, ROSE & DARON
LAW OFFICES
1928 COURT STREET
BAKER, OREGON

RECEIVED
JAN 1 8 1963
FOR FILING

5769

January 16, 1963

Grant, Fuchs, Rose & Duron
Law Office
1928 Court Street
Baker, Oregon

Attention: Mr. A. S. Grant

Gentlemen:

This is to acknowledge receipt of your letter of January 10 and attached notice of claim of your client, Cartwright Construction Company, in the amount of $91, 817. 33 plus interest for equipment rental, labor and services, etc., furnished to Keystone Construction Company.

This appears to be in reference to the Keystone Construction Company, Inc. Contracts Nos. 5604 and 5769 in Baker County.

The Secretary of State has notified us that the Cartwright Construction Company's claim was filed in his office on January 14, 1963 and was assigned his file No. 3992. This information will be noted in our records and we will advise the surety and the contractor of this filing.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM

CWH:jmc

RECEIVED
JAN 14 1963
FOR FILING

GRANT, FUCHS, ROSE & DARON
LAW OFFICES
1928 COURT STREET

A. S. GRANT
ARMAND H. FUCHS
GENE C. ROSE
HAROLD H. DARON

BAKER, OREGON

Jan. 10th, 1963

State Highway Commission
State Highway Building
Salem, Oregon

Gentlemen:

We enclose herewith notice of claim against the bonds taken from Keystone Construction Company, as principal, and American Insurance Company, as surety, for the work of grading what is known as the Baker-Pleasant Valley Section of the Old Oregon Trail Highway, under Contract No. 5604, and for the work of grading and paving the Pleasant Valley-Hill Creek Section of the Old Oregon Trail Highway, under Contract No. 5769.

This notice is being mailed to you pursuant to the provisions of Chapter 279, Oregon Revised Statutes. Will you please file this claim in your office.

Very truly yours,

A. S. Grant

ASG-m
Enc.

Cee,
please reply
FQ

NOTED
FLOYD QUERY

RECEIVED
JAN 14 1963
OREGON
STATE HIGHWAY COMMISSION

NOTED
C. W. [illegible]

RECEIVED
JAN 17 1963

FOR FILING

5769

January 16, 1963

American Insurance Company
[illegible] Building
122[illegible] S. W. Columbia
Portland 1, Oregon

Gentlemen:

Attached is a copy of [illegible] claim in the amount of $6[illegible].19 [illegible] has been filed with the Secretary of State by [illegible], Attorneys, on behalf of Hayden Sand & Gravel, Baker, for machine rental, equipment provided, and miscellaneous work furnished to Keystone Construction Company.

This appears to be in reference to the Keystone Construction Company Inc. Contracts 55[illegible] and 5769 in Baker County.

We provide this information as your company appears as surety on the performance bonds furnished with these contracts.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM.

CWH:jmc

cc: [illegible], Clark & Cunningham, Inc.
2[illegible] S. W. 4th Avenue
Portland 4, Oregon

Keystone Construction Co. Inc.
P. O. Box 55
Prineville, Oregon

G. L. Jackson
D. B. Simpson

NOTED ON CARD

STATE OF OREGON
DEPARTMENT OF STATE
SALEM 10

HOWELL APPLING, JR.
Secretary of State

January 14, 1963

Mr. Floyd Query, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Mr. Query:

We have received from Gene C. Rose, c/o Grant, Fuchs, Rose & Daron, 1928 Court Street, Baker, Oregon, attorneys and filed as of this date, an amended notice of claim by Logsdon San & Gravel for machine rental, equipment furnished, miscellaneous work, labor and services performed and materials ans supplies furnished between March 31st, 1960 and August 23rd, 1962 in the sum of $60,069.19, together with interest thereon at the rate of 6% per annum from the date that a payment was due on the various items furnished during said period until paid, against the bond taken from Keystone Construction Company, principal and American Insurance Company, surety, for the work of grading what is known as the Baker-Pleasant Valley Section of the Old Oregon Trail Highway, under constract no. 5604 and for the work of grading and paving the Pleasant Valley-Hill Creek Section of the Old Oregon Trail Highway, under contract No. 5769 for the Oregon State Highway Department.

We are enclosing three copies of the amended claim for your information and files.

Kindly acknowledge receipt of the copies on the enclosed carbon copy.

Sincerely,

HOWELL APPLING, JR.
Secretary of State

By Geo. C. Stephens
Public Records Section

GS:FK
Enc.

NOTED ON CARD

RECEIVED
JAN 16 1963
OREGON
STATE HIGHWAY COMMISSION

Cc please reply
FG

NOTED
FLOYD QUERY

AMENDED NOTICE OF CLAIM

TO: MR. FLOYD QUERY, Secretary, Oregon State Highway Department,
Oregon State Highway Department,
Salem 10, Oregon.

TO: HON. HOWELL APPLING, Secretary of State,
Salem, Oregon.

TO: C. H. MAISON, Auditor, State Highway Commission
State Highway Building,
Salem, Oregon.

NOTICE IS HEREBY GIVEN: That the undersigned, Aaron Logsdon, doing business as Logsdon Sand & Gravel, has a claim for machine rental, equipment furnished, miscellaneous work, labor and services performed and materials and supplies furnished between March 31st., 1960 and August 23rd., 1962, in the sum of $60,069.19, together with interest thereon at the rate of 6% per annum from the date that payment was due on the various items furnished during said period until paid, against the bond taken from Keystone Construction Company, as Principal, and American Insurance Company, as Surety, for the work of grading what is known as the Baker-Pleasant Valley Section of the Old Oregon Trail Highway, under Contract No. 5604, and for the work of grading and paving the Pleasant Valley-Hill Creek Section of the Old Oregon Trail Highway, under contract No. 5769, for the Oregon State Highway Department.

This notice is given pursuant to ORS., Chapter 279, and is an amendment of an original notice of claim dated October 11th, 1962, and filed October 15th, 1962.

DATED this 10th day of January, 1963.

LOGSDON SAND & GRAVEL,
By Aaron Logsdon
2990 College
Baker, Oregon.

File #3973

FILED
JAN 14 1963
HOWELL APPLING, JR.
SECRETARY OF STATE

RECEIVED
JAN 14 1963
HOWELL APPLING, JR.
SECRETARY OF STATE

GRANT FUCHS ROSE & DARON

RECEIVED
JAN 17 1963
FOR FILING
[illegible]
5769

January 16, 1963

Grant, Fuchs, Rose & Daron
Law Offices
1920 Court Street
Baker, Oregon

Attention: Mr. Gene C. Rose

Gentlemen:

This is to acknowledge receipt of your letter and attached amended notice of claim of your client, Logsdon Sand & Gravel, in the amount of $60, 069.19 plus interest for machine rental and miscellaneous work furnished to Keystone Construction Company.

This appears to be in reference to the Keystone Construction Company Inc. Contracts Nos. 5604 and 5769 in Baker County.

The Secretary of State has informed us that your client's claim was filed in his office on January 14, 1963, and was assigned File No. 3973. This information is being noted in our records and we will advise the surety and contractor of the filing.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM

CWH:jmc

GRANT, FUCHS, ROSE & DARON
LAW OFFICES
1928 COURT STREET

A. S. GRANT
ARMAND H. FUCHS
GENE C. ROSE
HAROLD H. DARON

BAKER, OREGON

Jan. 8th, 1963

✓ Mr. Floyd Query, Secretary
Oregon State Highway Department
Salem 10, Oregon

Hon. Howell Appling,
Secretary of State
Salem, Oregon

Mr. C. H. Maison, Auditor
Oregon State Highway Commission
State Highway Building
Salem, Oregon.

Re: Logsdon Sand & Gravel.

Gentlemen:

Enclosed please find an amended notice of claim filed pursuant to the provisions of ORS., Chapter 279, against Keystone Construction Company and the American Insurance Company, as surety.

We would appreciate acknowledgment of receipt of these amended notices of claim.

Very truly yours,

Gene C. Rose

GCR-m
Enc.

Cec
please handle

NOTED
FLOYD QUERY

RECEIVED
JAN 14 1963
OREGON
STATE HIGHWAY COMMISSION

NOTED
C. W. HEAR

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

FLOYD QUERY, SECRETARY
SALEM

RECEIVED
1963
FILING

7(8)316

5169

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

January 16, 1963

Grant, Fuchs, Rose & Daron
1928 Court Street
Baker, Oregon

Attention: A. S. Grant

Gentlemen:

[illegible] Co[illegible]on Company against Keystone Cons[illegible] in connection with Stat[illegible] filed with the [illegible] y [illegible]or.

3543.8 cubic yards [illegible] excess [illegible]s purchased [illegible] th[illegible] Highway Department at 1.[illegible] per cubic [illegible]

Very truly yours

C. H. Maison
Auditor

CHM:jc

cc: Floyd Query

NO
FLOYD QU

NOTED
C. W. HEAD

RECEIVED
JAN 18 1963
FOR FILING

A. S. GRANT
ARMAND H. FUCHS
~~GENE C. ROSE~~
HAROLD M. DARON

GRANT, FUCHS, ROSE & DARON
LAW OFFICES
1928 COURT STREET

BAKER, OREGON

5769

Jan. 10th, 1963

Mr. C. H. Maison, Auditor
State Highway Commission
State Highway Building
Salem, Oregon

Dear Mr. Maison:

Claim – Read to [illegible]

We enclose herewith notice of claim against the bonds taken from Keystone Construction Company, as principal, and American Insurance Company, as surety, for the work of grading what is known as the Baker-Pleasant Valley Section of the Old Oregon Trail Highway, under Contract No. 5604, and for the work of grading and paving the Pleasant Valley-Hill Creek Section of the Old Oregon Trail Highway, under Contract No. 5769.

This notice is being mailed to you pursuant to the provisions of Chapter 279, Oregon Revised Statutes. Please file.

– Maison

We are informed that 3543.8 cubic yards of excess asphalt concrete aggregates were purchased by the State Highway Department from the Keystone Construction Company upon completion of the above contracts. We assume that the Highway Commission is withholding from the contractor a sufficient amount to pay the Cartwright Construction Company for this. The Keystone Construction Company has not paid the Cartwright Construction Company for this aggregate and it would appear as though the aggregates therefore actually belonged to the Cartwright Construction Company at the time of the purchase.

We would also like to be advised as to the amount which was to be paid by the Highway Department for these aggregates.

Very truly yours,

A. S. Grant

ASG-m
Enc.

Clc, please handle filing of claim

Orig to Maison

RECEIVED
JAN 9 1963
FOR FILING

5764

January [illegible], 1963

Mr. [illegible]
[illegible]
[illegible]

Dear Mr. [illegible]:

[illegible] over- [illegible] Company, Inc. [illegible]

[illegible]

Very truly yours,

[illegible]

Encl.

CWH:jmc

RECEIVED
DEC 19 1962
FOR FILING

[illegible]

5769

December 19, 1962

American Insurance Co.,
McLaughlin Bldg.,
1220 SW Columbia
Portland 1, Oregon

Gentlemen:

Contract #5769 awarded to Keystone Const. Co. Inc., for grading-paving the Pleasant Valley-Hill Creek Section of the Old Oregon Trail in Baker County, was completed September 11, 1962 and was accepted by the Highway Commission on December 13, 1962.

Final payment will be released to the contractor, c/o the surety company in Portland, as soon as payment processing can be completed, but in no event before December 27, 1962.

You have previously been notified of claims filed against this contract.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: American Insurance Co.,
Cole, Clark & Cunningham, Inc.,
222 SW 4th Avenue
Portland 4, Oregon

cc: Keystone Const. Co. Inc.,
P. O. Box 55
Prineville, Oregon

cc: L. H. Young
C. H. Maison

RECEIVED
DEC 17 1962

FOR FILING

[illegible]

5769

December 14, 1962

Oregon State Highway Commission

Gentlemen:

Work was completed September 11 on Contract 5769. The contract was with Keystone Construction Co. Inc., and was for grading and paving on the Pleasant Valley-Hill Creek Section of the Old Oregon Trail Highway in Baker County.

As the contractor has completed all work according to specifications, I recommend that you accept the project effective December 13, 1962, and that you concur in this procedure at the Commission meeting on December 20.

It is assumed that if you have no objections to this action, and you do not advise me to the contrary, I may consider the matter has your approval.

Very truly yours,

G. S. Paxson
Acting State Highway Engineer

cc Floyd Query
G. S. Paxson
R. L. Porter
Lloyd P. Shaw
Victor P. Wolfe
L. H. Young
F. D. Morgan
C. H. Maison

RLP:ajw bbc

FORM E-10 5CM 7-60 29395

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
December 14, 1962

SUBJECT: Baker-Pleasant Valley
Contract No. 5604

Pleasant Valley-Mill Creek
Contract No. 5769

To: MEMO TO FILES

It came to my attention on this date that due to adjustment of quantities on the semi-final estimate and an increase in contractors costs for railroad flagging and inspection, that the contractor on the Baker-Pleasant Valley grading job, Keystone Construction Company, has been overpaid in the approximate amount of $55,000.00. Issuance of the final estimate on this job will therefore involve the contractor paying this sum to the State.

The same contractor also had the Pleasant Valley-Mill Creek Section on Interstate 80N and this job is in the process of being finalled. Present indications are that the final payment will be in the approximate amount of $57,000.00. This matter was discussed with Mr. Porter and Mr. Rohde this date and it was decided that the two jobs would be finalled out simultaneously. It was the unanimous opinion that the amount owing the State from Contract No. 5604 should be deducted from the sum owing the contractor on Contract No. 5769.

Mr. Rohde is looking into the legal aspects of the matter and will advise us as to the correct procedure.

L. H. Young
Office Engineer

LHY:mb
cc: R. L. Porter
George Rohde
G. H. Maison
F. Morgan
D. B. Parkes

RECEIVED
[illegible]
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
DEC 14 1962

FOR FILING

5769

December 13, 1962

Rogers Asphalt Paving Co.
P. O. Box 200
LaGrande, Oregon

Gentlemen:

This is to acknowledge receipt of your letter of December 11, 1962 informing us that your claim in the amount of $745.11 filed against Keystone Construction Co. on Sept. 21, 1961 has not been paid.

Our records reveal that this is in reference to the Keystone Construction Co., Inc. contract #5769 for grading and paving on the Pleasant Valley-Hill Creek Section of the Old Oregon Trail Highway in Baker County. This contract was completed Sept. 11, 1962 but has not yet been accepted by the Highway Commission. Your claim was filed with the Secretary of State on Sept. 29, 1961 and was assigned his File #3863.

In our letter to you of Sept. 27, 1961, we mentioned that the American Insurance Co., through Cole, Clark & Cunningham, Inc., 222 SW 4th Ave. Portland 4, Oregon, furnished the performance bond which is given to assure completion of the contract and payment of all bills incurred in it. The State does not make payment of claims but looks to the prime contractor and surety for such payment. Contract payments are not withheld by us unless requested by the surety or by our Chief Counsel.

For your information we are attaching a copy of "Excerpts from Oregon Revised Statutes Relating to Public Contract Bonds; Actions on Bonds." It is possible you might wish to consult your attorney in this matter.

We are forwarding a copy of your letter to the American Insurance Co. informing them that your claim is still unpaid.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

NOTED ON CARD

CH:al
Encl.

December 13, 1962

American Insurance Co.
McLaughlin Bldg.
1220 SW Columbia
Portland 1, Oregon

Gentlemen:

Attached is a copy of a letter received from Rogers Asphalt Paving Co., LaGrande, Oregon, stating that their claim in the amount of $745.11 which was filed against Keystone Construction Co., Inc. in September, 1961 has not been paid.

This appears to be in connection with Keystone Construction Co., Inc. contract #5769 for grading and paving on the Pleasant Valley-Hill Creek Section of Baker County.

Our records indicate that on Sept. 27, 1961 we informed you that Rogers Asphalt Paving Co. filed this claim with the Secretary of State. The Secretary of State informed us that this claim was filed in his office on Sept. 29, 1961, his File #3863.

We provide this information as your company appears as surety on the performance bond furnished with this contract.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

GH:al
Encl.

cc:
Keystone Const. Co., Inc.
P. O. Box 55
Prineville, Oregon

Cole, Clark & Cunningham, Inc.
222 SW 4th Ave.
Portland 4, Oregon

ROGERS ASPHALT PAVING CO.
O. K. ROGERS, OWNER
P. O. BOX 200 — PHONE WO 3-3633
LA GRANDE, OREGON

December 11, 1962

Secretary
Oregon State Highway Commission
Salem, Oregon

Re: Claim filed against Keystone Construction Co
September 21, 1961 in the amount of $745.11

Gentlemen:

Inasmuch as this claim has not been paid at this date and has gone for this long a time I feel that I am entitled to have 7% interest on the amount due per year. This makes the total amount due at this time $806.25. When can I expect this claim to be paid. The bonding Company does not even answer a letter.

Very truly yours,

O K Rogers

RECEIVED
DEC 1 19
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
DEC 19 1962

FOR FILING
I-80N-7(8)316

5769

477 Cottage Street N.E.
Salem, Oregon

Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

December 11, 1962

08-35.5 A. W. Parsons, Division Engineer
Salem, Oregon

By: L. R. Backlund
Administrative Manager

Oregon Project I-80N-7(8)316
Pleasant Valley-Hill Cr. Section
Progress voucher No. 18
Net amount claimed $26,813.00

The subject voucher, covering the claim of the El Paso Natural Gas Company, has been approved in the reduced amount of $26,332.00. Deduction has been made in accordance with the attached Schedules of Deductions, Items 1, 2 and 3.

Total amount of deduction	$529.28
Federal aid pro-rata claimed	91%
Net deduction in even dollars	$481.00

In the event you disagree with the deductions made, it will be necessary to present a reclaim in accordance with Instructional Memorandum 4-1-61.

Attach.

NOTED
LLOYD P. SHAW

RECEIVED
DEC 13 1962
OFFICE OF
STATE HIGHWAY ENGINEER

original To [illegible]
with attachments
12-14-62

NOTED
R. L. PORTER

RECEIVED
DEC 12 1962

FOR FILING

5769

9

December 11, 1962

Mr. Clarence D. Porter
Claims Adjuster
1221 Failing Building
Portland 4, Oregon

Dear Mr. Porter:

Enclosed is a copy of the voucher covering the period to September 11, 1962, on the Pleasant Valley-Hill Creek Section, Old Oregon Trail Highway, Contract No. 5769.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

VG:mmb
Enc.

RECEIVED
DEC 11 1962
FOR FILING

[illegible]

5769

December 11, 1962

American Insurance Company
McLaughlin Building
1220 S. W. Columbia
Portland 1, Oregon

Gentlemen:

Semi-final payment on Contract No. 5769 for grading and paving the Pleasant Valley-Hill Creek Section of the Old Oregon Trail Highway in Baker County, will be released to the contractor, Keystone Construction Co., Inc., after December 18, 1962.

This payment will be in the amount of $1,187.96 and reduces the retained percentage to $57,692.55.

You have been advised previously that claims have been filed with us.

Yours very truly,

Secretary
OREGON STATE HIGHWAY COMMISSION

CC:
Cole, Clark & Cunningham, Inc.
222 S. W. 4th Avenue
Portland 4, Oregon

Keystone Construction Co., Inc.
P. O. Box 55
Prineville, Oregon

Mr. C. H. Maison
fp

RECEIVED
DEC 10 1962
FOR FILING

December 7, 1962

American Insurance Company
McLaughlin Building
1220 S. W. Columbia
Portland 1, Oregon

Gentlemen:

Attached is a copy of a claim in the amount of $14,082.75 which has been filed with the Secretary of State by Marwais Steel Company for steel highway guard rails, posts and miscellaneous accessories furnished to H. S. McMasters Construction Company (Subcontractor).

This appears to be in reference to the Keystone Construction Company Contract No. 5769 for grading and paving on the Pleasant Valley-Mill Creek Section of the Old Oregon Trail Highway in Baker County.

We provide this information as your company appears as surety on the performance bond furnished with this contract.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

Att.

cc: Cole, Clark & Cunningham, Inc.
222 SW 4th Avenue
Portland 4, Oregon

Keystone Construction Company, Inc.
P. O. Box 58
Prineville, Oregon

Commissioners

NOTED ON CARD
AL

CWH:fkn

HOWELL APPLING, JR.
Secretary of State

STATE OF OREGON
DEPARTMENT OF STATE
SALEM 10

December 5, 1962

Mr. Floyd Query, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We have received from Ross W. Perram, Secretary, Marwais Steel Company, 6466 Gayhart Street, Los Angeles 22, California and filed as of this date, a notice of claim by same in the sum of $14,082.75 for steel highway guard rails, posts and miscellaneous accessoried furnished to H. B. McWaters Construction Company, a sub-contractor, against the bond taken from the Keystone Construction Company, Inc. and the American Insurance Company, through Cole, Clark, Cummingham, agents of Portland, Oregon, for the work of Oregon State Contract No. 5769, Project No. INTER 1 -80N -7 (8) 316.

We are enclosing three copies of the claim for your information and files.

Kindly acknowledge receipt of the copies on the enclosed carbon copy.

Sincerely,

HOWELL APPLING, JR.
Secretary of State

By Geo Stephens
Public Records Section

GS:FK
Enc.

Cec - please handle
FQ

RECEIVED
DEC - 7 1962
OREGON
STATE HIGHWAY COMMISSION

NOTED
FLOYD QUERY

STATEMENT OF CLAIM

(Oregon Revised Statutes 279.528)

Notice hereby is given that the undersigned Marwais Steel Company, has a claim in the sum of $[illegible] for steel highway guard rails, posts and miscellaneous accessories furnished to H. B. McWaters Construction Company, a sub-contractor, against the bond taken from the Keystone Construction Company, Inc., by the American Insurance Company, through Cole, Clark, Cunningham (agents) of Portland, Oregon, for the work of Oregon State Contract No. 5769, Project No. INTER 1-00N-7(8)316.

MARWAIS STEEL COMPANY

By________________________

Ross W. Perram
Secretary

File # 3982

FILED
DEC - [illegible]
HOWELL APPLING, JR.
SECRETARY OF STATE

FILED
DEC - [illegible]
HOWELL APPLING, JR.
SECRETARY OF STATE

RECEIVED
DEC 3 1962

FOR FILING

5769

Salem, Oregon
November 30, 1962

Mr. F. D. Morgan
Construction Engineer

OFFICE

This is to advise you that work was completed on August 29, 1962, on Contract No. 5769, Pleasant Valley-Hill Creek Section, in Baker County.

We request that your office return a signed copy of this letter listing any conditions below which would prevent acceptance of the project by the Highway Commission. It was inspected and accepted by the BPR September 18, 1962.

L. H. Young
Office Engineer

Construction Division
Office Endorsement

Date: ________________

Conditions noted on above date:

Construction Engineer

DEP:mmb

Form E-1—(Rev.)— 9

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending November 17, 1962

Section Pleasant Valley - Hill Creek

Kind of work Grading & Pavin

Highway Old Oregon Trail County Baker

Section prefix 601-1045

Contractor Keystone Construction Co., Inc.

Contract number 5769

Date of contract Aug. 18, 1960

Specified work days 190

Date work started Aug. 29. 1960

Work days used 331

Project authorization $1,405,969.88

Exclusive of engineering $1,305,989.80

Per cent of time elapsed 174.2 %

Estimated cost of completed project, exclusive of engineering $1,203,807.94

Estimated per cent XXXXXXX XX underrun 6.5 %

Per cent of contract completed, based on estimated cost 100 %

Engineering authorization $99,880.08

Engineering cost to date $111,247.00, 111.4 %

Date project was completed September 11, 1962

ESTIMATED PER CENT COMPLETE

CLEARING	DRAINAGE	GRADING	STRUCTURES	BASE	OIL AND/OR PAVE.	MAT'L PROD.
100% on,	all items					

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, etc.:

The semi-final estimated was submitted to the Division office on Friday.

This is the final weekly report for this project.

NOTED G. S. [illegible]

NOTED M. N. JUVE

NOTED R. L. PORTER

NOTED JOHN R. OAKES

CONSTRUCTION DIVISION RECEIVED NOV 19 1962

NOTED FORREST [illegible]

RECEIVED NOV 23 1962 OFFICE OF STATE HIGHWAY ENGINEER

R R Cameron

Signed R.R. Cameron

P.O. Box 269

Address Baker, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	2.6	2.6			2.6
Miles partially completed					
Miles completed	"	"			"
Total estimated quantities (contract)	1,191,000	127,900			27,820
Total quantities corrected to date	1,135,000	137,500			23,110
Estimated quantities moved or placed to date	"	"			"
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Men

Supervision

Men and trucks under 3 tons

Men and trucks over 3 tons

Men and tractors

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Compaction rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday	Rain		
Tuesday	Cloudy &		
Wednesday	Cool rest of		
Thursday	Week		
Friday			
Saturday			

RECEIVED
OCT 18 1962
FOR FILING

5769

October 17, 1962

Jackson and Johnson
Attorneys at Law
P. O. Box 851
Baker, Oregon

Attention: Mr. W. L. Jackson

Gentlemen:

This is to acknowledge receipt of your letter of October 9 and attached copy of your Second Amended Notice of Claim of Timms Machine Shop.

The claim states Keystone Construction Company, Inc., and Cartwright Construction Company, subcontractor, owes Timms Machine Shop for labor and materials in the amount of $1,288.65.

This appears to be in connection with State Highway Contract Nos. 5604 and 5769 with Keystone Construction Company, Inc., as follows:

> Contract No. 5604: Grading, Baker-Pleasant Valley Section, Old Oregon Trail Highway, Baker County.
>
> ✓ Contract No. 5769: Grading and paving, Pleasant Valley-Hill Creek Section, Old Oregon Trail Highway, Baker County.

Your letter states that this Second Amended Notice of Claim has been filed with the Secretary of State.

This information will be noted in our records, and we will advise the surety and the contractor of this filing.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

By
C. W. Head, Assistant Secretary

CWH:fkn

NOTED ON CARD
10/18/62

October 17, 1962

American Insurance Company
McLaughlin Building
1220 S. W. Columbia
Portland 1, Oregon

Gentlemen:

A letter dated October 9 with a Second Amended Notice of Claim attached has been received from Jackson and Johnson, Attorneys at law, Baker, on behalf of C. [illegible]. Timms, d.b.a., Timms Machine Shop, advising that Keystone Construction Company, Inc., and Cartwright Construction Company, subcontractor, owes them for labor and materials in the amount of $1,266.65.

This appears to be in reference to the following Keystone Construction Company, Inc., contracts:

Contract No. 5604: Grading, Baker-Pleasant Valley Section, Old Oregon Trail Highway, Baker County.

✓ Contract No. 5769: Grading and paving, Pleasant Valley-Hill Creek Section, Old Oregon Trail Highway, Baker County.

The attorney's letter states that this Second Amended Notice of Claim has been filed with the Secretary of State. Attached is a copy of the claim.

We provide this information as your company appears as surety on the performance bonds furnished with these contracts.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

By
C. E. Head, Assistant Secretary

CEH:fkm

NOTED ON CARD
10/18/62

Att.
cc: Cole, Clark & Cunningham, Inc., Portland
Keystone Const. Co. Inc., Prineville

Commissioners

JACKSON & JOHNSON
ATTORNEYS AT LAW
1933 COURT STREET - P. O. BOX 851
BAKER, OREGON

WILLIAM L. JACKSON
H. B. JOHNSON

TELEPHONE
JAckson 3-3634

October 9th., 1962

#5604
✓#5769

Secretary
Oregon State Highway Commission
Salem, Oregon

Gentlemen:

Enclosed herewith please find a true copy of the Second Amended Notice filed in the office of the Secretary of State against Keystone Construction Company, Inc., and the American Insurance Company, its bondsman.

X We find that Mr. Timm's work was applied to both jobs in the Baker area and to play safe we thought we had better amend the notice again. X

Yours very truly,

JACKSON & JOHNSON

W L Jackson
W. L. Jackson

WLJ:llj
Enclosure

Occ please reply

NOTED
FLOYD QUERY

RECEIVED
OCT 10 1962
OREGON
STATE HIGHWAY COMMISSION

OTED ON CARD
10/18/62

NOTED
C. W. HEAD

SECOND AMENDED NOTICE

TO: THE STATE OF OREGON
Acting by and through its State Highway Commission

NOTICE IS HEREBY GIVEN that the undersigned, C. A. Timms, d/b/a Timms Machine Shop has a claim for labor and materials furnished by the undersigned, C. A. Timms, to Keystone Construction Company, Inc., and Cartwright Construction Company, a sub-contractor of Keystone Construction Company, Inc., in the sum of $1,[illegible].65 against the bond taken from Keystone Construction Company, Inc., and the American Insurance Company, its surety, for the work of Keystone Construction Company, Inc., on the Baker - Pleasant Valley section of the Old Oregon Trail Highway and the Pleasant Valley - Hill Creek section of the Old Oregon Trail Highway, being contract numbers 5604 and 5702 respectively.

/s/ C. A. Timms

Subscribed and sworn to before me this [illegible] day of October, 1962.

Notary Public for Oregon
My Commission Expires: [illegible]

I do hereby certify that the foregoing is a true copy of the original.

Attorney for [illegible]

RECEIVED
OCT 18 1962
FOR FILING

[illegible]

5769

October 17, 1962

Grant, Fuchs, Rose & Daron
Law Offices
1928 Court Street
Baker, Oregon

Gentlemen:

This is to acknowledge receipt of your letter of October 12 and the attached claim of your client, Logsdon Sand and Gravel, Baker, in the amount of $60,069.19, plus interest for machine rental, equipment furnished, miscellaneous work, labor and services performed between March 31, 1960, and August 23, 1962.

This appears to be in reference to the following Keystone Construction Company, Inc., contracts:

> Contract No. 5604: Grading, Baker-Pleasant Valley Section, Old Oregon Trail Highway, Baker County.
>
> ✓ Contract No. 5769: Grading and paving, Pleasant Valley-Hill Creek Section, Old Oregon Trail Highway, Baker County.

So that there will be no misinterpretation of the law, we are forwarding this claim to the Secretary of State for filing.

In the interim, this information will be noted in our records, and we will advise the surety and the contractor of this Notice of Claim.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

By
C. W. Head, Assistant Secretary

CWH:fkn

NOTED ON CARD
10/18/62

October 17, 1962

Hon. Howell Appling, Jr.
Secretary of State
121 State Capitol Building
Salem 10, Oregon

Attention: Mr. George C. Stephens

Dear Mr. Appling:

Attached is a claim for filing in the amount of $60,069.19 plus interest received from Grant, Fuchs, Rose and Daron, Attorneys, Baker, on behalf of Logsdon Sand and Gravel, for machine rental, equipment furnished, miscellaneous work, labor and services furnished to the Keystone Construction Company, Inc.

This appears to be in reference to the following Keystone Construction Company, Inc., contracts:

Contract No. 5604: Grading, Baker-Pleasant Valley Section, Old Oregon Trail Highway, Baker County.

✓ Contract No. 5769: Grading and paving, Pleasant Valley-Hill Creek Section, Old Oregon Trail Highway, Baker County.

Please acknowledge receipt of this claim on the enclosed copy of this letter.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

By
C. W. Head, Assistant Secretary

CWH:fkn

Encl.

NOTED ON CARD
18/10/62

October 17, 1962

American Insurance Company
McLaughlin Building
1220 S. W. Columbia
Portland 1, Oregon

Gentlemen:

A letter dated October 12 with a claim attached has been received from Grant, Fuchs, Rose and Baron, Attorneys in Baker, on behalf of Logsdon Sand and Gravel, Baker, advising that Keystone Construction Company, Inc., owes them for machine rental, equipment furnished, miscellaneous work, labor and services in the amount of $60,069.19, plus interest.

This appears to be in connection with the following Keystone Construction Company, Inc., contracts:

Contract No. 5604: Grading, Baker-Pleasant Valley Section, Old Oregon Trail Highway, Baker County.

Contract No. 5709: Grading and paving, Pleasant Valley-Mill Creek Section, Old Oregon Trail Highway, Baker County.

This claim has been forwarded to the Secretary of State for filing. Attached is a copy of the claim.

This information is provided as your company appears as surety on the performance bonds furnished with these contracts.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

By
C. W. Mead, Assistant Secretary

CWM:fkn

Att.
cc: Cole, Clark & Cunningham, Inc., Portland
Keystone Const. Co. Inc., Prineville
Commissioners

NOTED ON CARD
10/18/62

GRANT, FUCHS, ROSE & DARON
LAW OFFICES
1928 COURT STREET

A. S. GRANT
ARMAND H. FUCHS
GENE C. ROSE
HAROLD M. DARON

BAKER, OREGON

Oct. 12th, 1962

#5004
F769

Mr. Floyd Query
Secretary Oregon State Highway Department
Oregon State Highway Department
Salem 10, Oregon

Dear Sir:

Pursuant to the provisions of ORS Chapter 279, we are sending a notice of claim signed by Aaron [illegible], against [illegible] Construction Company and American Insurance Company.

Very truly yours,

Gene C. Rose

GCR-m
Enc.

NOTED ON CARD
10/18/62

RECEIVED
OCT 15 1962
OREGON
STATE HIGHWAY COMMISSION

NOTICE OF CLAIM

TO: Mr. Floyd Query, Secretary Oregon State Highway Department
Oregon State Highway Department
Salem 10, Oregon

NOTICE IS HEREBY GIVEN: That the undersigned, Aaron Logsdon, doing business as Logsdon Sand & Gravel, has a claim for machine rental, equipment furnished, miscellaneous work, labor and services performed between March 31st., 1960 and August 23rd., 1962, in the sum of $60,069.19, together with interest thereon at the rate of 6% per annum from the date that payment was due on the various items furnished during said period until paid, against the bond taken from Keystone Construction Company, as Principal, and American Insurance Company, as Surety, for the work of the construction of U. S. Highway No. 30, Contract No. 5604 (Baker, Pleasant-Valley Section), and Contract No. 5769 (Pleasant Valley-Hill Creek Section), for the Oregon State Highway Department.

This notice is given pursuant to ORS., Chapter 279.

DATED this 11th day of October, 1962.

LOGSDON SAND & GRAVEL,
By
2990 College
Baker, Oregon.

RECEIVED
OCT 9 1962
FOR FILING

[illegible]

5769

October 9, 1962

Mr. Clarence D. Porter
1221 Failing Building
Portland 4, Oregon

Dear Mr. Porter:

Enclosed is a copy of the voucher for Contract 5769 covering period to September 5, 1962, on the Pleasant Valley-Hill Creek Section of the Old Oregon Trail Highway.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

CWT:lt

Enc.

RECEIVED
1962
FOR FIL

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

FLOYD QUERY, SECRETARY
SALEM

5769 —

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

October 2, 1962

Hon. Howell Appling, Jr.
Secretary of State
121 State Capitol Building
Salem 10, Oregon

Attention: Mr. George C. Stephens

Dear Mr. Appling:

Attached is a claim letter, including statements, for filing dated September 18, 1962, received from Frank G. Baulne, Inc., stating that Keystone Construction Company, Inc., owes him for labor, equipment rental and materials in the amount of $8,745.68.

This appears to be in reference to the following Keystone Construction Company, Inc., contracts:

Contract No. 5604: Grading, Baker-Pleasant Valley Section, Old Oregon Trail Highway, Baker County.

Contract No. 5769: Grading and paving, Pleasant Valley-Hill Creek Section, Old Oregon Trail Highway, Baker County.

Please acknowledge receipt of this claim on the enclosed copy of this letter.

Very truly yours,

ORIGINAL SIGNED
FLOYD QUERY

Secretary
OREGON STATE HIGHWAY COMMISSION

Encl. File #3971

RECEIVED
OCT 4 1962
OREGON
STATE HIGHWAY COMMISSION

FILED
OCT 3 - 1962
HOWELL APPLING, JR.
SECRETARY OF STATE

NOTED ON CARD
AC

RECEIVED
OCT 3 - 1962
HOWELL APPLING, JR.
SECRETARY OF STATE

October 2, 1962

Hon. Howell Appling, Jr.
Secretary of State
121 State Capitol Building
Salem 10, Oregon

Attention: Mr. George C. Stephens

Dear Mr. Appling:

Attached is a claim letter, including statements, for filing dated September 18, 1962, received from Frank G. Baulne, Inc., stating that Keystone Construction Company, Inc., owes him for labor, equipment rental and materials in the amount of $8,745.68.

This appears to be in reference to the following Keystone Construction Company, Inc., contracts:

Contract No. 5604: Grading, Baker-Pleasant Valley Section, Old Oregon Trail Highway, Baker County.

✓Contract No. 5769: Grading and paving, Pleasant Valley-Hill Creek Section, Old Oregon Trail Highway, Baker County.

Please acknowledge receipt of this claim on the enclosed copy of this letter.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

Encl.

NOTED ON CARD
d.c.

CWH:fkn

RECEIVED
OCT 3 1962
FOR FILING

[illegible]

5769

October 2, 1962

American Insurance Company
McLaughlin Building
1220 S. W. Columbia
Portland 1, Oregon

Gentlemen:

A claim letter dated September 18 has been received from Frank G. Baulne, Inc., Spokane, Washington, advising that Keystone Construction Company, Inc., owes him for labor, equipment rental and materials in the amount of $8,745.68.

This appears to be in connection with the following Keystone Construction Company, Inc., contracts:

Contract No. 5604: Grading, Baker-Pleasant Valley Section, Old Oregon Trail Highway, Baker County.

Contract No. 5769: Grading and paving, Pleasant Valley-Hill Creek Section, Old Oregon Trail Highway, Baker County.

Your claim letter has been forwarded to the Secretary of State for filing. Attached is a copy for your files.

This information is provided as your company appears as surety on the performance bonds for these two contracts.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

Att.
cc: Cole, Clark & Cunningham, Inc.
222 SW 4th Ave.
Portland 4, Oregon

Keystone Construction Company, Inc.
P. O. Box 55
Prineville, Oregon

Commissioners

CWH:fkn

NOTED ON CARD
dc

October 2, 1962

Frank G. Bauine, Inc.
Contractor
P. O. Box 64
Spokane 6, Washington

Attention: Mr. George W. Butler
Secretary-Treasurer

Gentlemen:

This is to acknowledge receipt of your claim letter dated September 18, 1962, addressed to R. R. Cameron, Resident Engineer at Baker, stating that Keystone Construction Company, Inc., owes you for labor, equipment rental and materials in the amount of $8,745.68.

You state that this is in reference to the Keystone Construction Company, Inc., Contract No. 5604, Baker-Pleasant Valley Section, Baker County, and Contract No. 5769, Pleasant Valley-Hill Creek Section, Baker County.

The American Insurance Company through Cole, Clark and Cunningham, Inc., 222 S. W. 4th Avenue, Portland 4, furnished the performance bonds on these contracts which are given to assure completion of the contracts and payment of all bills incurred in them. So that there will be no misinterpretation of the law, we are forwarding your claim to the Secretary of State for filing.

In the meantime, this information will be noted in our records, and we will advise the surety and the contractor of this filing.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

cc: Mr. A. F. Parson, Division Engineer

Mr. R. R. Cameron, Resident Engineer
P. O. Box 269
Baker, Oregon

CWH:fkn

FORM E-30 50M 8-61 84397

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

La Grande, Oregon
September 26, 1962

SUBJECT: Claim against contract
Baker-Pleasant Valley Sec.
Old Oregon Trail Highway
Contracts 5604 and 5769

To:

Mr. F. D. Morgan
Construction Engineer
Salem

Herewith another claim against the Keystone Construction Co. Please advise Accounting.

A. F. Parson
Division Engineer

AFP:dj
Encl.

to Doc "P."

Pease

CONSTRUCTION DIVISION
RECEIVED
SEP 28 1962

RECEIVED
OCT 1 1962
OREGON
STATE HIGHWAY COMMISSION

FRANK G. BAULNE, INC.
CONTRACTOR
P. O. BOX 305 KEYSTONE 4-7802
PARKWATER STATION
SPOKANE 6, WASHINGTON

Sep.18,1962

Mr.R.R.Cameron, Resident Engineer,
Oregon State Highway Department,
Post Office Box 269,
Baker,Oregon.

Re: Contract No.5604 Baker-Pleasant Valley Section
Contract No.5769 Pleasant Valley-Hill Creek Sect.
Contractor - Keystone Construction Co.,Inc.

Dear Sir:

Notice is hereby given that the undersigned Frank G.Baulne,Inc.has a claim in the amount of $8,745.68 for labor, equipment rental and materials furnished on the above captioned projects against the bonds taken from the Keystone Construction Co.,Inc.and its surety.

Statement showing the charges and credits which go to make up the above amount is enclosed.

Yours very truly,

Frank G.Baulne,Inc.

By
Secy.-Treas.

GWB:sic

RECEIVED
SEP 20 1962
R. R. CAMERON
Resident Engineer

RECEIVED
OCT 1 1962
OREGON
STATE HIGHWAY COMMISSION

FRANK G. BAULNE, INC.
CONTRACTOR
P. O. BOX 84 KEYSTONE 4-7802
YARDLEY, WASHINGTON

July, 25 1962

Keystone Construction Co., Inc.,
Post Office Box 55
Prineville, Oregon

1961 - April Pneu-tired Roller	29	Hours &	10.00	$	290.00
3/4" -0" Shoulder Material	318.215	Tons	1.40		445.50
Extra Haul on 3/4" Rock	1746	Tons	.10		174.60
Asphalt Rock - Baker end	658.96	Tons	1.25		823.70
Asphalt Rock - Pleas. Valley	2783	Tons	1.25		3,478.75
Motor Patrol w/o Operator	80	Hours	11.00		880.00
Pneu. Tired Roller w/o Operator	5	Hours	8.25		41.25
Plant Mix Rock	119	Tons	1.25		148.75
1½" Rock	3362.97	Tons	1.45		4,876.31
Motor Patrol Operator Straight	40	Hours	4.25		170.00
Motor Patrol Oper. Overtime	16	Hours	6.075		97.20
Motor Patrol Oper. "	24	Hours	6.375		153.00
					11,579.06

Credits:

Asphalt Rock Returned	1,669 Tons @ 1.25	2,086.25	
2 Euclids		272.25	
1 Loader		126.00	
2 Euclid Operators		56.70	
1 Loader Operator		31.68	
80' 18" pipe @ 2.89		231.20	
14' Blade		29.30	2,883.38
		$	8,745.68

RECEIVED
SEP 20 1962
R. R. CAMERON
Resident Engineer

FRANK G. BAULNE, INC.
CONTRACTOR
P. O. BOX 305 KEYSTONE 4-7802
PARKWATER STATION
SPOKANE 6, WASHINGTON

Equipment Rental

Motor Patrol w/o Operator		Operator straight	Operator Overtime
May 5	8 hours		8 hours
12	8 "		8 "
June2	8 "		8 "
9	8 "		8 "
20	10 "	8 Hours	2 "
30	10 "	8 "	2 "
Jul.2	10 "	8 "	2 "
3	10 "	8 "	2 "
5	8 "	8 "	
	80	40	40

25 Tons Pneumatic Roller

Jun.18 5 hours

9

FORM E-123X 100M 4-62

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

September [illegible]

5769—

[illegible] Construction Co. Inc.
P. O. Box [illegible]
Prineville, Oregon

Attention: [illegible]
Secretary-Treasurer

Gentlemen:

In reply to your letter of September [illegible] regarding your [illegible]-Pleasant Valley grading contract and the [illegible] Valley-[illegible] Creek grading and paving contract, we wish to advise that our records indicate that Contract No. [illegible] was completed on August [illegible] and on Contract No. 5769 the completion date was September [illegible].

The semi-final estimates are being prepared in the Salem office and advice from our Resident Engineer indicates that on Contract No. [illegible], the semi-final will be [illegible] about October [illegible] and the semi-final on Contract No. [illegible] will be submitted about October 31st. Both of these contracts will be processed quickly after the semi-finals reach the Salem office.

The Resident Engineer also advises that the PR-47 and your payroll certification have not been submitted. They, of course, know that each of these documents must be submitted before final payment can be made. Attached are four copies of PR-47 in case your supply is a little low.

Your inquiry regarding not having received estimate reports for work performed during July and August on Contract [illegible] is noted. The volume of work performed during this period less the amount of liquidated damages was less than $500.00; therefore, no estimates were prepared.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. M. [illegible]
Office Engineer

JAH:mmb
Att.
cc: R. L. Porter
R. R. Cameron
A. F. Parson

PLEASE RETURN TO
R. L. PORTER

8-28-62 completed

5604 Baker-Pl Vol. Grading
5769 P.V. - Hill Creek G-P

9-11-62 completed

September 14,1962

State of Oregon Highway Commission
Highway Building
Salem, Oregon

Gentlemen: Attention: Chief Engineer

Keystone Construction Company Inc., has completed contracts No: 5604 and 5769 at Baker, Oregon

It would be appreciated if the finalestimate could be submitted to us at your earliest convenience so that we may be able to get the job closed out.

The resident engineer, R. R. Cameron, has informed us that all the work under both contracts no: 5604 and 5769 has been completed. We request that a final inspection and report thereof be given to Keystone Construction Co., Inc., as soon as practical so that we will know that there is no further work required.

Keystone Construction Co., Inc., has not received estimate reports from the resident engineer for work performed in July, 1962 on contract 5604; also we will need the estimate report on contract 5604 for work performed in August, 1962. We mention these estimate reports due to the fact that the resident engineer, R.R. Cameron, has been delaying sending us copies of these reports. They are very necessary because we must settle with the sub-contractors on the basis of these estimates.

[illegible]

Yours truly,
Keystone Construction Co., Inc.

Ron Hudspeth
Secy, Treas.

Copies to
R. R. Cameron
Baker, Oregon
A. F. Parsons
LaGrande, Oregon

5604 semi about Oct.10.
need PR 47 - statement that
all payrolls submitted.
5769 semi about Oct 31
need same info.

RECEIVED
SEP 18 1962
OFFICE ENGINEERING
DIVISION

RECEIVED
SEP 17 1962
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
1962
FOR FILING

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

FLOYD QUERY, SECRETARY
SALEM

5769

File

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

September 18, 1962

Hon. Howell Appling, Jr.
Secretary of State
Capitol Building
Salem 10, Oregon

Attention: Mr. George C. Stephens

Gentlemen:

Attached is a claim letter dated September 11 received from Loggers & Contractors Machinery Company, Portland advising that Cartwright Construction Company, sub-contractor to Keystone Construction Company, owes them for equipment rental in the amount of $10,423.80 plus interest.

This appears to be in connection with the following Keystone Construction Company, Inc. contracts:

Contract No. 5604 grading the Baker-Pleasant Valley Section of the Old Oregon Trail Highway in Baker County

Contract No. 5769 grading-paving the Pleasant Valley-Hill Creek Section of the Old Oregon Trail Highway in Baker County

Please acknowledge receipt of this claim on the enclosed copy of this letter.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

RECEIVED
SEP 19 1962
HOWELL APPLING, JR.
SECRETARY OF STATE

File # 3967

FILED
SEP 12 1962
HOWELL APPLING, JR.
SECRETARY OF STATE

NOTED ON CARD
dc

Established 1910
SALES • SERVICE • RENTALS

Loggers & Contractors Machinery Company

240 S. E. CLAY ST. • PORTLAND 14, OREGON • 540 FILLMORE ST., P. O. BOX 3127 • EUGENE, OREGON
PHONE BElmont 2-0151
PHONE Diamond 5-4334

September 11, 1962
Portland office

Oregon State Highway Commission
Salem
Oregon

Gentlemen:

Pursuant to Section 279526 and 279528 O. R. S.

Notice is hereby given that the undersigned, Loggers & Contractors Machinery Company, of Portland, Oregon, has a claim in the sum of $10,423.80 plus interest at the rate of 6% per annum, from July 17, 1961 until paid, against the bond taken from Keystone Construction Company of Prineville, Oregon as principal, and the American Insurance Company as Surety, for work to be performed by said Keystone Construction Company for the Oregon State Highway Commission under contracts to construct a certain portion of highway described as Contract #5604 Baker-Pleasant Valley Section of Old Oregon Trail Highway in Baker County, dated March 10, 1960, and Contract #5769 Pleasand Valley Hill Creek Section of Old Oregon Trail Highway in Baker County, dated August 18, 1960, Federal Aid Interstate projects.

This claim is for rental supplied to the Cartwright Construction Company, a sub-contractor performing work under the prime contractor (Keystone Construction Company) and consists specifically of the reasonable and agreed rental value of one (1) Universal 3042 Jaw Crusher #117X112, and one (1) Pioneer Apron Feeder #A36-253, which was rented from September 26, 1960 through July 26, 1961, as per attached schedule at an agreed rental rate of $1250.00 per month single shift on the 3042 Universal Jaw Crusher and $400.00 per month single shift on the Pioneer Apron Feeder #A36-253, and the sum of $10,423.80 represents the agreed rental value due.

This claim and notice thereof also is intended to give notice of and to perfect our lien against the reserved and retained fund required by law to be held by you for the protection and payment of ourselves and other qualified claimants, if any.

File #3967

Yours very truly,
LOGGERS & CONTRACTORS MCHY. CO.

Geo. W. Flatt
George W. Flatt, Credit Manager

FILED
SEP 12 1962
HOWELL APPLING, JR.
SECRETARY OF STATE

RECEIVED
SEP 19 1962
HOWELL APPLING, JR.
SECRETARY OF STATE

rjm/

September 18, 1962

American Insurance Company
McLaughlin Building
1220 Southwest Columbia
Portland 1, Oregon

Gentlemen:

A claim letter dated September 11 has been received from Loggers & Contractors Machinery Company, Portland advising that Cartwright Construction Company, sub-contractor, owes them for equipment rental in the amount of $10,423.80 plus interest.

This appears to be in reference to the following Keystone Construction Company, Inc. contracts:

Contract No. 5604 grading the Baker-Pleasant Valley Section of the Old Oregon Trail Highway in Baker County

Contract No. 5769 grading-paving the Pleasant Valley-Mill Creek Section of the Old Oregon Trail Highway in Baker County

We have forwarded this claim to the Secretary of State for filing. Attached is a copy for your records. This information is provided as your company appears as surety on the performance bonds furnished with each contract.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

Enclosure

CWH:jf

cc: Cole, Clark & Cunningham, Inc.
222 Southwest 4th Avenue
Portland 4, Oregon

Keystone Construction Company, Inc.
Post Office Box 55
Prineville, Oregon

Commissioners

NOTED ON CARD
dc

September 18, 1962

Loggers & Contractors Machinery Company
240 Southeast Clay Street
Portland 14, Oregon

Attention: George W. Flatt
Credit Manager

Gentlemen:

This is to acknowledge receipt of your claim letter of September 11 stating that Cartwright Construction Company, sub-contractor, owes you $10,423.80 plus interest for equipment rental.

You stated that this is in connection with the Keystone Construction Company, Inc. contracts 5604 Baker-Pleasant Valley Section and 5769 Pleasant Valley-Hill Creek Section both in Baker County.

So that there will be no misinterpretation of the law, we are forwarding your claim to the Secretary of State for filing. This information will be noted in our records and we will advise the surety and the contractor of your filing.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

CWH:jf

NOTED ON CARD
AC

RECEIVED
SEP 17 1962
FOR FILING

5769

September 14, 1962

Mr. A. M. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N.E.
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on September 11, 1962, on Contract No. 5769, Pleasant Valley-Hill Creek Section, in Baker County, in connection with Federal-aid Project No. I-80N-7(8)316.

We request that your office inspect the contract work and return a signed copy of this letter listing any conditions below which would prevent your final acceptance of the project.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

Bureau of Public Roads
Oregon Division Office Endorsement   Date:_______________

Conditions noted on above date:

A. M. Parsons
Division Engineer

DBP:mmb
cc: H. S. Cox

RECEIVED
SEP 17 1962
FOR FILING

[illegible]

5769

September 14, 1962

Mr. A. M. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N.E.
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on September 11, 1962, on Contract No. 5769, Pleasant Valley-Hill Creek Section, in Baker County, in connection with Federal-aid Project No. I-80N-7(8)316.

We request that your office inspect the contract work and return a signed copy of this letter listing any conditions below which would prevent your final acceptance of the project.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

Bureau of Public Roads
Oregon Division Office Endorsement Date:______________

Conditions noted on above date:

A. M. Parsons
Division Engineer

DBP:mmb
cc: H. S. Cox

RECEIVED
1962
SEP

5769

September 7, 1962

Grant, Fuchs, Rose & Daron
Law Offices
1928 Court Street
Baker, Oregon

Attention: Mr. Gene C. Rose

Gentlemen:

This is to acknowledge receipt of your letter dated September 5 requesting the status of the two Keystone Construction Company Contract Nos. 5604 and 5769 in Baker County.

Contract No. 5604, the Baker-Pleasant Valley Section contract was completed August 28, 1962, but has not yet been accepted by the Highway Commission.

Contract No. 5769, Pleasant Valley-Hill Creek Section, was approximately 99 per cent complete as of August 31. The estimated completion date is September 15, 1962.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

CWH:fkn

GRANT, FUCHS, ROSE & DARON
LAW OFFICES
1928 COURT STREET

A. S. GRANT
ARMAND H. FUCHS
GENE C. ROSE
HAROLD M. DARON

BAKER, OREGON

Sept. 5th, 1962

Oregon State Highway Commission
Salem, Oregon

Attention: Mr. Floyd Query.

Dear Mr. Query:

Keystone Construction Company has the contract for the construction of State Highway Contracts Nos. 5604 and 5769, near Baker, Oregon.

We are interested in ascertaining whether or not the State Highway Commission by affirmative action has approved either or both of these contract or project numbers, and if so, if you could send us the date of the affirmative action of the body. Your earliest co-operation in furnishing us this information would be appreciated, and we remain

Sincerely yours,

Gene C. Rose

GCR-m

Acc, please reply
FQ

NOTED
FLOYD QUERY

RECEIVED
SEP - 6 1962
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
SEP 7 1962

FOR FILING

3-[illegible]

5769

September 7, 1962

Mr. Clarence D. Porter
Claims Adjuster
1221 Failing Building
Portland 4, Oregon

Dear Mr. Porter:

Enclosed is a copy of the voucher for Contract 5769 covering the period to August 5, 1962, on the Pleasant Valley-Mill Creek Section of the Old Oregon Trail Highway.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

CT:jb

9

RECEIVED
SEP 6 1962
FOR FILING

[illegible]

5769

September 6, 1962

Union Oil Company of California
Post Office Box 76
Portland 7, Oregon

Gentlemen:

This is to acknowledge receipt of your claim letter of September 4, 1962 in the amount of $33,700.76 for petroleum products and supplies furnished to Keystone Construction Co., Inc. on State Highway Contract Nos. 5604 and 5769.

You are no doubt aware that the American Insurance Company through Cole, Clark & Cunningham, Inc., 222 S. W. 4th Avenue, Portland 4, furnished the performance bonds on each of these contracts which bonds are given to assure completion of the contracts and payment of all bills incurred in them.

So that there will be no misinterpretation of the law, we are forwarding your claim to the Secretary of State for filing. In the meantime, this information will be noted in our records and we will advise the surety and the contractor that it has been received.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

CWH:jf

NOTED ON CARDS

9/6/62

RECEIVED
SEP 6 1962
FOR FILING

COMMISSIONERS
GLEN[illegible]KSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

FLOYD QUERY, SECRETARY
SALEM

5769

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

September 6, 1962

American Insurance Company
McLaughlin Building
1220 Southwest Columbia
Portland 1, Oregon

Gentlemen:

A claim letter dated September 4, 1962 has been received from Union Oil Company of California, Portland advising that Keystone Construction Company, Inc. owes them for petroleum products and supplies in the amount of $33,700.76.

This appears to be in reference with the two Keystone Construction Company, Inc. contracts as follows:

Contract No. 5604 grading the Baker-Pleasant Valley Section of the Old Oregon Trail Highway in Baker County.

Contract No. 5769 grading-paving the Pleasant Valley-Hill Creek Section of the Old Oregon Trail Highway in Baker County.

This claim has been forwarded to the Secretary of State for filing. Attached is a copy of the claim. We provide this information as your company appears as surety on the performance bonds furnished with each of these contracts.

Very truly yours,

ORIGINAL SIGNED
FLOYD QUERY

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

Attachment
CWH:jf
cc: Cole, Clark & Cunningham, Inc.
222 Southwest 4th Avenue
Portland 4, Oregon

Keystone Construction Company
Post Office Box 55
Prineville, Oregon

Commissioners

Mr. Forrest Cooper ✓

NOTED
FORREST COOPER

RECEIVED
SEP 13 1962

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

FORM ...23X 100M 4-62

I-[illegible] 7(a) 316

5769

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

September 5, 1962

Hon. Howell Appling Jr.
Secretary of State
Capitol Building
Salem 10, Oregon

Attention: George C. Stephens

Dear Sir:

Attached is a claim letter dated September 4, 1962 received from Union Oil Company of California stating that Keystone Construction Company, Inc. owes them for petroleum products and supplies in the amount of $33,700.76.

This appears to be in connection with the two Keystone Construction Company, Inc. contracts as follows:

Contract No. 5604 grading the Baker-Pleasant Valley Section of the Old Oregon Trail Highway in Baker County.

Contract No. 5769 grading-paving the Pleasant Valley-Hill Creek Section of the Old Oregon Trail Highway in Baker County.

Please acknowledge receipt of this claim on the enclosed copy of this letter.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

Attachment

RECEIVED
SEP 13 1962
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
SEP 7 - 1962
HOWELL APPLING, JR.
SECRETARY OF STATE

NOTED ON CARD
AC

File # 3965

FILED
SEP 7 - 1962
HOWELL APPLING, JR.
SECRETARY OF STATE

RECEIVED
SEP 6 1962
FOR FILING

[illegible]

5769

Union Oil Company of California

P. O. BOX 76 PORTLAND 7, OREGON

September 4, 1962

State of Oregon
State Highway Department
Salem, Oregon

Gentlemen:

Please be notified that Union Oil Company of California has a claim for Petroleum Products and Supplies furnished to Keystone Construction Co. Inc. in the sum of Thirty-three thousand seven Hundred and 76/100 ($33,700.76) Dollars, against the bond taken from Keystone Construction Co. Inc., as principal, and the American Insurance Company, as surety, for the work of Grading, Baker-Pleasant Valley Section Old Oregon Trail Highway, known as Contract Number 5604 and grading-paving Pleasant Valley-Hill Creek section of Old Oregon Trail in Baker County known as Contract Number 5769.

Please acknowledge receipt on the enclosed copy of this letter and return to us in the self-addressed stamped envelope provided for your convenience. Thank you very much.

Yours very truly,

L. R. Edwards
Credit Manager

LRE:nlw

NOTED ON CARDS
9/6/62

RECEIVED
SEP - 5 1962
OREGON
STATE HIGHWAY COMMISSION

5769

August 7, 1952

Mr. Clarence O. Porter
Claims Adjuster
1221 Failing Building
Portland 4, Oregon

Dear Mr. Porter:

This [illegible] your letter of August 6 concerning Contracts [illegible] and [illegible], awarded to [illegible] Construction Company, Inc.

As you have [illegible] warrants on these two contracts [illegible] American Insurance Company, [illegible].

[illegible] conversation of [illegible].

Very truly yours,

[illegible]

cc: S. H. Nelson (2)

CLARENCE D. PORTER
CLAIMS ADJUSTER
1221 FAILING BUILDING
PORTLAND 4, OREGON
CA 3-2746

FIDELITY - SURETY - BURGLARY
CLAIMS EXCLUSIVELY

BONDING INVESTIGATIONS

August 6th, 1962

Oregon State Highway Commission
Salem, Oregon

Attn - Mr. Floyd Query, Secretary

Dear Mr. Query:

Re - Keystone Construction Co. - Contracts 5604 and 5769

Will you please instruct the Secretary of State's Office or the State Treasurer that the warrants or checks payable to the Keystone Construction Company on the above State jobs in Baker County, Oregon shall be mailed to the American Insurance Company, 1220 S. W. Columbia Street, Portland 1, Oregon, together with all future warrants, both earned and retained, in relation to said contracts.

Please acknowledge receipt of this letter.

Yours very truly,

Clarence D. Porter

CDP:DP

RECEIVED
AUG - 7 1962
OREGON
STATE HIGHWAY COMMISSION

INDEPENDENT INSURANCE I.I.A.O. ADJUSTERS OF OREGON

5769

Salem, Oregon
July 27, 1962

Future payments on
Contract Nos. 5604
and 5769

Mr. C. H. [illegible]
Auditor

Attention: Mr. John [illegible]
Mr. Carmen [illegible]

This is [illegible] of this morning in [illegible] payments on Contract Nos. [illegible] Inc., [illegible] Portland, [illegible] is [illegible] Columbia [illegible] Portland, Oregon.

You will recall [illegible] a similar request, [illegible] 1961, they [illegible] directly to the [illegible].

Floyd [illegible]

FQ:fkn

NOTED ON CARD
lc

RECEIVED
JUL 25 1962
FOR FILING

5769

July 25, 1962

Mr. Clarence D. Porter
Claims Adjuster
1221 Failing Building
Portland 4, Oregon

Dear Mr. Porter:

Enclosed are copies of the contract payment vouchers for Contracts Nos. 5604 and 5769 covering the period to July 5, 1962.

Contracts Nos. 5604 and 5769 cover the Baker-Pleasant Valley and the Pleasant Valley-Mill Creek Sections of the Old Oregon Trail Highway No. 6 (I-80N), respectively.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

DBP:bb

RECEIVED
[illegible] 16 1962
FOR FILING
5769

WESTERN WELDING CO., INC.
9411 S. E. FOSTER ROAD — Phone PRospect 1-5460
PORTLAND 66, OREGON
Rebuilders and New Parts Sales
Representing "WEAR-WELD" Products and ALLIED LINES
TRACTOR and SHOVEL PARTS — "CAT" — "IHC" — "AC" — "NORTHWEST"

July 12, 1962

Keystone Construction Company, Inc.
P. O. Box 55
Prineville, Oregon

Re: Am't. due us of $1,190.00- Invoices filed with the State of Oregon Highway Commission and the Secretary of State November 9, 1961

American Insurance Company (Bonding Company) File No. HS 83 609484- Performance Bonds Nos. 5604 and 5769- Pleasant Valley, Oregon

Gentlemen:

We have been informed that the Pleasant Valley, Oregon Job has been completed.

Therefore, we expect payment of $1,190.00 due us within Ten (10) days from this date, or immediate action will be taken against you and the Bonding Company.

Very truly yours,

WESTERN WELDING COMPANY, INC.

By: T. R. Williams
T. R. Williams, President

TRW/mw

✓cc: Mr. Curtin, Claims Supervisor
American Insurance Company through
Cole, Clark & Cunningham, Inc.
222 S. W. 4th Ave., Portland 4, Oregon

cc: Floyd Query, Secretary Oregon State
Highway Commission, Salem, Oregon

NOTED
FLOYD Q[illegible]

Cec, [illegible] claim been filed with [illegible] body of state?

RECEIVED
JUL 16 19[illegible]
OREGON
STATE HIGHWAY COMMISSION

Quality Has No Competition

NOTED
C. W. [illegible]

Floyd = Yes, claims filed with us & Sec. of State on both contracts [illegible]

RECEIVED
JUN 21 1962
FOR FILING

[illegible]

5769

June 21, 1962

Mr. Clarence D. Porter
Claims Adjuster
1221 Failing Bldg.
Portland 4, Oregon

Dear Mr. Porter:

Enclosed is a copy of voucher covering the period to June 5, 1962, on the Baker-Pleasant Valley Section of the Old Oregon Trail Highway, Contract No. 5604.

There will be no payment on the Pleasant Valley-Hill Creek Section, Contract No. 5769.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. R. Young
Office Engineer

CWT:jb

RECEIVED
JUN 21 1962
FOR FILING

[illegible]

5769

June 21, 1962

Mr. Clarence D. Porter
Claims Adjuster
1221 Failing Bldg.
Portland 4, Oregon

Dear Mr. Porter:

Enclosed is a copy of voucher covering the period to June 5, 1962, on the Baker-Pleasant Valley Section of the Old Oregon Trail Highway, Contract No. 5604.

There will be no payment on the Pleasant Valley-Mill Creek Section, Contract No. 5769.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

CWT:jb

RECEIVED
APR 23 1962
FOR FILING

[illegible]

[illegible]

9

April 19, 1962

American Insurance Company
McLaughlin Building
1220 S. W. Columbia
Portland 1, Oregon

Gentlemen:

Attached is a copy of a claim in the amount of $17,844.92 which has been filed with the Secretary of State by Atlas Chemical Industries, Inc. for explosives and blasting supplies furnished to Keystone Construction Company, Inc. The claim states this is in reference to the Keystone Construction Company, Inc. Contract No. 5769, for grading and paving the Pleasant Valley-Hill Creek Section of the Old Oregon Trail Highway in Baker County.

This information is provided as your company appears as surety on the performance bond furnished with this contract.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM.

Encl.
cc: Cole, Clark & Cunningham, Inc.
222 S. W. 4th Avenue
Portland 4, Oregon

Keystone Construction Co., Inc.
P. O. Box 55
Prineville, Oregon

Glenn L. Jackson
David B. Simpson
Forrest Cooper

CWH:jmc

NOTED ON CARD
Jc

1859

HOWELL APPLING, JR.
Secretary of State

STATE OF OREGON
DEPARTMENT OF STATE
SALEM 10

April 17, 1962

Mr. Floyd Query, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We have received from Atlas Chemical Industries, Inc., c/o Assistant Treasurer, Wilmington 99, Delaware and filed as of this date, a notice of claim by same for explosives and blasting supplies furnished by same in the amount of $17,844.92 against the bond taken from Keystone Construction Co., Inc., principal and The American Insurance Company, surety for the work of Project No. 5769, grading, paving of Pleasant Valley-Hill Creek Section, Old Oregon Trail Highway, Baker County, Oregon.

We are enclosing three copies of the claim for your information and files.

Kindly acknowledge receipt of the copies on the enclosed carbon copy.

Sincerely,

HOWELL APPLING, JR.
Secretary of State

By Geo Stephens
Public Records Section

GS:FK
Enc.

NOTED
C. W. HEAD

NOTED
FLOYD QUERY

ATLAS CHEMICAL INDUSTRIES, INC.

WILMINGTON 99, DELAWARE

April 12, 1962

Secretary of State
State of Oregon
Salem, Oregon

Dear Sir:

Notice is hereby given that the undersigned, Atlas Chemical Industries, Inc. (formerly Atlas Powder Company), has a claim for explosives and blasting supplies furnished by said Atlas Chemical Industries, Inc. in the sum of Seventeen Thousand Eight Hundred Forty-four and Ninety-two One-Hundredths Dollars ($17,844.92) against the bond taken from Keystone Construction Co., Inc. as Principal and The American Insurance Company as surety for the work of Project No. 5769, Grading, Paving, Pleasant Valley-Hill Creek Section, Old Oregon Trail Highway, Baker County, Oregon.

We are attaching an itemized statement reflecting the outstanding indebtedness of Keystone Construction Co., Inc. to the undersigned.

This claim is filed without prejudice to the letter dated September 5, 1961, addressed by Atlas Chemical Industries, Inc. to the Oregon State Highway Commission and forwarded by the Commission to you for filing.

Yours very truly,

ATLAS CHEMICAL INDUSTRIES, INC.

BY
Assistant Treasurer

CEK/rs

File# 3941

FILED
APR 17 1962
HOWELL APPLING, JR.
SECRETARY OF STATE

RECEIVED
APR 17 1962
HOWELL APPLING, JR.
SECRETARY OF STATE

RECEIVED
APR 20 1962
FOR FILING
[illegible]
[illegible]

April 19, 1962

Western Welding Company, Inc.
9411 S. E. Foster Road
Portland 66, Oregon

Attention: T. R. Williams
President

Gentlemen:

This is in reply to your letter of April 17, concerning the status of your claim in the amount of $1,190 filed against the Keystone Construction Company, Inc.

Our records indicate that your claim was filed in the Secretary of State's Office on November 13, 1961, and was given File No. 3879. The American Insurance Company through Cole, Clark and Cunningham, Inc., 222 S. W. 4th Avenue, Portland 4, Oregon, furnished the performance bonds on Contract Nos. 5604 and 5769. These performance bonds are given to assure completion of the contract and payment of all bills incurred in them. The State does not make payment of claims but looks to the prime contractor in surety for such payment.

We make no effort to determine the validity of a claim for the reason that many claims are controversial. If you are unsuccessful in collecting your claim, you might wish to consult your attorney.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

CWH:fkn

WESTERN WELDING CO., INC.
9411 S. E. FOSTER ROAD — Phone PRospect 1-5460
PORTLAND 66, OREGON
Rebuilders and New Parts·Sales
Representing "WEAR-WELD" Products and ALLIED LINES
TRACTOR and SHOVEL PARTS — "CAT" — "IHC" — "AC" — "NORTHWEST"

April 17, 1962

#569

#604

State of Oregon [redacted]
State Highway Department
Salem, Oregon

Attention: Mr. Floyd Query, Secretary

In Re: Keystone Construction Co., Inc.
Claim in the Amount of $1,190.00

Gentlemen:

On November 7, 1961 we wrote you with reference to the above captioned and enclosed copies of our invoices showing the amounts due. The work we did for this Firm dates back to July 15, 1961.

We received your letter in reply dated November 9, 1961 which stated our claim was being forwarded to the Secretary of State for filing, and that you would advise the surety and the contractor that it had been received.

Todate we have not received payment of this claim or the amount due us.

We think we have been extremely patient in regard to this account, but the time has now come for more drastic action. Therefore, we again ask for your help in our behalf and will appreciate hearing from you at your earliest convenience. Thank you.

Very truly yours,

WESTERN WELDING COMPANY, INC.

BY: T. R. Williams (M. W.)
T. R. Williams,
President

TRW/mw

Q — check on status of these claims & advise them what to do.

FQ

Quality Has No Competition

RECEIVED
APR 18 1962
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
APR 6 1962
FOR FILING

2169

April 6, 1962

American Insurance Company
McLaughlin Building
1220 S. W. Columbia
Portland 1, Oregon

Gentlemen:

Attached is a copy of an amended claim in the amount of $2,798.49 which has been filed with the Secretary of State by George M. Philpott Co., Oreg. Ltd., for equipment rental and furnishing of parts and materials to Keystone Construction Co., Inc. This appears to be in connection with the following State Highway Contracts with Keystone Construction Co., Inc.:

> No. 5404 - Grading the Baker-Pleasant Valley Section of the Old Oregon Trail Highway in Baker County.
>
> No. 5709 - Grading and paving the Pleasant Valley-Mill Creek Section of the Old Oregon Trail Highway in Baker County.

We provide this information as your company appears as surety on the performance bonds furnished with these contracts.

Yours very truly,

Secretary
OREGON STATE HIGHWAY COMMISSION

GWH:fp
CC:
Cole, Clark & Cunningham, Inc.
222 S. W. 4th Avenue
Portland 4, Oregon

Keystone Construction Co., Inc.
P. O. Box 55
Prineville, Oregon

Commissioners
Mr. Forrest Cooper

NOTED ON CARD
dc

AMENDED NOTICE OF CLAIM

TO: STATE OF OREGON, by and through
the STATE HIGHWAY DEPARTMENT

Notice is hereby given that the undersigned GEORGE M. PHILPOTT CO. OREG., LTD., has a claim for the rental of equipment and furnishing of parts and materials from approximately April 1, 1960, to December 31, 1961, in the sum of $2,798.49 against the bonds taken from KEYSTONE CONSTRUCTION CO., as principal, and AMERICAN INSURANCE COMPANY, as surety, for the work relating to the Baker-Pleasant Valley Section of Old Oregon Trail Highway being performed under Oregon State Highway Department Contract No. 5604, and relating to the Pleasant Valley - Hill Creek Section of Old Oregon Trail Highway being performed under Oregon State Highway Department Contract No. 5769.

This notice is given pursuant to ORS, Chapter 279.

DATED this 30th day of March, 1962.

GEORGE M. PHILPOTT CO. OREG., LTD.

By ____________________

File #3871

FILED
APR 2 - 1962
HOWELL APPLING, JR.
SECRETARY OF STATE

RECEIVED
apr ~~MAR~~ 2 - 1962
HOWELL APPLING, JR.
SECRETARY OF STATE

RECEIVED
APR 6 1962

FOR FILING

I-20N-[illegible]

5769

April 6, 1962

American Insurance Company
McLaughlin Building
1220 S. W. Columbia
Portland 1, Oregon

Gentlemen:

Attached is a copy of an amended claim by George M. Philpott Co., Oreg. Ltd., in the amount of $2,798.49 for rental of equipment and furnishing of parts and materials to Keystone Construction Co., Inc.

This appears to be in connection with State Highway Contract No. 5769 with Keystone Construction Co., Inc., for grading and paving the Pleasant Valley-Hill Creek Section on the Old Oregon Trail Highway in Baker County.

We provide this information as your company appears as surety on the performance bond furnished with this contract.

Yours very truly,

Secretary
OREGON STATE HIGHWAY COMMISSION

Enc.
CC:
Cole, Clark & Cunningham, Inc.
222 S. W. 4th Ave.
Portland 4, Oregon

Keystone Construction Co., Inc.
P. O. Box 55
Prineville, Oregon

Commissioners
Mr. Forrest Cooper

NOTED ON CARD
dc

CWH:fp

AMENDED NOTICE OF CLAIM

TO: STATE OF OREGON, by and through
the STATE HIGHWAY DEPARTMENT

Notice is hereby given that the undersigned GEORGE M. PHILPOTT CO. OREG., LTD., has a claim for the rental of equipment and furnishing of parts and materials from approximately April 1, 1960, to December 31, 1961, in the sum of $2,798.49 against the bond taken from KEYSTONE CONSTRUCTION CO., as principal, and AMERICAN INSURANCE COMPANY, as surety, for the work relating to Pleasant Valley - Hill Creek Section of Old Oregon Trail Highway being performed under Oregon State Highway Department Contract No. 5769.

This notice is given pursuant to ORS, Chapter 279.

DATED this 30th day of March, 1962.

GEORGE M. PHILPOTT CO. OREG., LTD.

By

File # 3870

FILED
APR 2 - 1962
HOWELL APPLING, JR.
SECRETARY OF STATE

RECEIVED
apr. ~~MAR~~ 2 - 1962
HOWELL APPLING, JR.
SECRETARY OF STATE

RECEIVED
2 1962
FOR FILING

5769

March 30, 1962

American Insurance Company
McLaughlin Building
1220 S. W. Columbia
Portland 1, Oregon

Gentlemen:

Attached is a copy of a claim in the amount of $[illegible], which has been filed with the Secretary of State by Gantz, Silven, Norton & Young, Attorneys, on behalf of Lew Bros., Pleas A. Brown, Ore. Ltd., for supplies furnished directly to Keystone Construction Co., Inc. This appears to be in connection with the following State Highway contracts with Keystone Construction Co., Inc.:

No. [illegible] - Grading the Baker-Pleasant Valley section of the Old Oregon Trail Highway in Baker County.

No. 5769 - Grading and paving the Pleasant Valley-Mill Creek section of the Old Oregon Trail Highway in Baker County.

We provide this information as your company appears as surety on the performance bonds furnished with each of these contracts.

Yours very truly,

Lloyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

By
C. W. Mead, Assistant Secretary

NOTED ON CARD
dc

Enc.

CWM:fkn

cc: Cole, Clark & Cunningham, Inc.
222 S. W. 4th Avenue
Portland 4, Oregon

Keystone Construction Co., Inc.
P. O. Box 56
Prineville, Oregon

Commissioners

Mr. Forrest Cooper

NOTICE OF CLAIM

TO: SECRETARY OF STATE and
CLERK, OREGON STATE HIGHWAY COMMISSION

NOTICE IS HEREBY GIVEN, that the undersigned, Lew Bros., Pleas A. Brown, Ore. Ltd., a limited partnership, with its principal office and place of business in Baker, Oregon, has a claim for supplies furnished directly to Keystone Construction Company, Inc., used for grading on the Baker-Pleasant Valley section of the Old Oregon Trail Highway, and for grading and paving on the Pleasant Valley-Hill Creek Section of the Old Oregon Trail Highway, in the amount of $882.03, against the bond taken from the American Insurance Company, surety, and Keystone Construction Company, Inc., principal, for the work of grading on the Baker-Pleasant Valley section of the Old Oregon Trail Highway and grading and paving on the Pleasant Valley-Hill Creek section of the Old Oregon Trail Highway, under general contracts Nos. 5604 and 5769.

DATED this 23rd day of March, 1962, at Baker, Oregon.

LEW BROS. PLEAS A. BROWN ORE. LTD.
By Pleas A Brown - Partner

SUBSCRIBED and SWORN TO before me this 23rd day of March, 1962.

Notary Public for Oregon
My Commission Expires: 9/20/65

March 30, 1962

Banta, Silven, Horton & Young
Law Offices
1950 Third Street
Baker, Oregon

Gentlemen:

This is to acknowledge receipt of your letter dated March 23 and attached "Notice of Claim" of your client, Lew Bros., Pleas A. Brown, Ore. Ltd., in the amount of $882.03, for supplies furnished to Keystone Construction Company, Inc., on State Highway Contracts 5604 and 5769.

The Secretary of State has informed us that this claim was filed in his office on March 26, 1962. This information will be noted in our records, and we will advise the surety and the contractor of this filing.

Yours very truly,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

By
C. W. Head, Assistant Secretary

CWH:fkn

NOTED ON CARD

LAW OFFICES
BANTA, SILVEN, HORTON & YOUNG
1950 THIRD STREET
BAKER, OREGON
JACKSON 3-4442

HAROLD BANTA
DAVID C. SILVEN
JOHN S. HORTON
THOMAS F. YOUNG

NICHOLS & HALLOCK
1919-1922
NICHOLS, HALLOCK & DONALD
1923-1929
HALLOCK, DONALD & BANTA
1930-1945
HALLOCK, DONALD, BANTA & SILVEN
1946-1950
HALLOCK, BANTA, SILVEN & HORTON
1951-1954
BANTA, SILVEN & HORTON
1955-1959

March 23, 1962

State of Oregon
State Highway Commission
Salem, Oregon

Attention: Clerk

Dear Sir:

We enclose herewith notice of claim of Lew Bros., Pleas A. Brown, Ore. Ltd., for materials furnished Keystone Construction Company under contracts Nos. 5604 and 5769, for filing.

Very truly yours,

BANTA, SILVEN, HORTON & YOUNG

By

JSH:bb
enc.

Cec,
please handle
TC

NOTED
C. W. HEAD

RECEIVED
MAR 26 1962
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
APR 4 1962
FORM E-30X—60M—8-61—36662
FOR FILING

[illegible]

5769

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 30, 1962

SUBJECT: Gas Line Adjustment
Pleasant Valley-Hill Creek Section
Old Oregon Trail Highway
Baker County
Project No. I-80N-7(8)316

To: Mr. A. F. Parson
Division Engineer
State Highway Department
P. O. Box 908
La Grande, Oregon

Enclosed are three (3) copies of the billing submitted by the El Paso Natural Gas Company for the adjustment of their facilities on this section. Please check and if found to be in order approve and return to the Construction Engineer.

F. D. Morgan
Construction Engineer

By TW Litchfield
T. W. Litchfield
Utilities Liaison Engineer

FWS:bjh
encs.

cc: G. S. Paxson ✓

NOTED
G. S. PAXSON

[illegible]
STATE [illegible]

RECEIVED
APR 4 1962
FORM E-30X—50M—6-61—36682
FOR FILING
[illegible]
5769

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 30, 1962

SUBJECT: Gas Line Adjustment
Pleasant Valley-Hill Creek Section
Old Oregon Trail Highway
Baker County
Project No. I-80N-7(8)316

To: Mr. A. F. Parson
Division Engineer
State Highway Department
P. O. Box 908
La Grande, Oregon

Enclosed are three (3) copies of the billing submitted by the El Paso Natural Gas Company for the adjustment of their facilities on this section. Please check and if found to be in order approve and return to the Construction Engineer.

F. D. Morgan
Construction Engineer

By T.W. Litchfield
T. W. Litchfield
Utilities Liaison Engineer

FWS:bjh
encs.

cc: G. S. Paxson

NOTED
G. S. PAXSON

OFFICE OF
STATE [illegible]

RECEIVED
MAR 26 1962
FOR FILING

5769

March 23, 1962

Ryder Brothers Stationery
Baker
Oregon

Attention: Mr. Bob Bratt

Gentlemen:

This is to acknowledge receipt of your invoice and claim letter, dated March 7, addressed to Mr. R. R. Cameron, Highway Resident Engineer in Baker, in which you state that Keystone Construction Co., Inc., owe you $69.82. This appears to be in connection with the following State Highway Contracts with Keystone Construction Co., Inc.:

No. 5604 for grading the Baker-Pleasant Valley Section of the Old Oregon Trail Highway in Baker County.

✓ No. 5769 for grading and paving the Pleasant Valley-Hill Creek Section of the Old Oregon Trail Highway in Baker County.

The American Insurance Company, through Cole, Clark & Cunningham, Inc., 222 S. W. 4th Ave., Portland 4, furnished the performance bonds on these two contracts, which were given to assure completion of the contracts and payment of all bills incurred in them.

So that there will be no misinterpretation of the law, we are forwarding your claim letter with invoice to the Secretary of State for filing. In the meantime, this information will be noted in our records and we will advise the surety and the contractor that it has been received.

Yours very truly,

Secretary
OREGON STATE HIGHWAY COMMISSION

NOTED ON CARD
dc

CC:
Mr. R. R. Cameron
Resident Engineer
Baker, Oregon

CWH:fp

March 23, 1962

Hon. Howell Appling, Jr.
Secretary of State
Salem, Oregon

Attention: Mr. Geo. C. Stephens

Dear Sir:

Attached is a claim letter, dated March 7, 1962, with invoice, received from Ryder Brothers Stationery, stating that Keystone Construction Co., Inc., owe them $69.82. This appears to be in connection with the following Keystone Construction Co., Inc. contracts:

No. 5604 for grading the Baker-Pleasant Valley Section of the Old Oregon Trail Highway in Baker County.

✓ No. 5769 for grading and paving the Pleasant Valley-Hill Creek Section on the Old Oregon Trail Highway in Baker County.

The American Insurance Company, through Cole, Clark & Cunningham, Inc., 222 S. W. 4th Ave., Portland 4, furnished the performance bonds on these two contracts.

Please acknowledge receipt of the claim letter on the enclosed copy of this letter.

Yours very truly,

Secretary
OREGON STATE HIGHWAY COMMISSION

CWH:fp

NOTED ON CARD
lc

March 23, 1962

American Insurance Company
McLoughlin Building
1220 S. W. Columbia
Portland 1, Oregon

Gentlemen:

A claim letter, dated March 7, 1962, with invoice, has been received from Ryder Brothers Stationery, Baker, advising that Keystone Construction Co., Inc., owe them $69.82. This appears to be in connection with the following State Highway contracts:

No. 3404 for grading the Baker-Pleasant Valley Section of the Old Oregon Trail Highway in Baker County.

No. 3702 for grading and paving the Pleasant Valley-Hill Creek Section on the Old Oregon Trail Highway in Baker County.

We have forwarded copies of the claim letter and invoice to the Secretary of State for filing. Attached are copies for your file.

This information is provided as your company appears as surety on the performance bonds for these two contracts.

Yours very truly,

Secretary
OREGON STATE HIGHWAY COMMISSION

Enc.
CC:
Cole, Clark & Cunningham, Inc.
222 S. W. 4th Avenue
Portland 4, Oregon

Keystone Construction Co., Inc.
P. O. Box 55
Prineville, Oregon

Commissioners
Mr. Forrest Cooper

NOTED ON CARD
dc

CWH:fp

STATIONERY **RYDER BROTHERS** STORE
BoB Brätt, Owner
ESTABLISHED 1901
WHOLESALE RETAIL
TELEPHONE 88
BAKER, OREGON

SCHOOL SUPPLIES
•
PAPETERIES
•
BUSINESS FORMS
•
ADDING MACHINES
•
TYPEWRITERS
•
OFFICE FURNITURE
•
BRIEF CASES
•
LEATHER GOODS
•
CALENDARS
•
ART SUPPLIES
•
CARBONS
•
RIBBONS
•
GREETING CARDS
•
GIFTS

March 7, 1962

R. R. Cameron, Resident Engineer
Oregon State Highway Commission
P.O. Box 269
Baker, Oregon

Dear Sir:

We have attached to this letter a statement of the balance owing Ryder Brothers Stationery Store by the Keystone Construction Company for the amount of $69.82.

We are forwarding this statement to you for the purpose of filing claim against the contract bond of the Keystone Construction Company.

Thank you for your assistance in this matter.

Yours very truly,

RYDER BROTHERS STATIONERY

BoB Brätt
BoB Bratt, Owner

BB:ps
Encl.

RECEIVED
MAR 22 1962
OREGON
STATE HIGHWAY COMMISSION

IT IS OUR AIM TO SERVE YOU WELL

GIFTS GREETING CARDS ART SUPPLIES PAPETERIES

TELEPHONE JA 3-4788

SCHOOL SUPPLIES CALENDARS

STATIONERY **RYDER BROTHERS** STORE

BoB Brätt, OWNER
ESTABLISHED 1901

WHOLESALE RETAIL

BAKER, OREGON

OFFICE FURNITURE BUSINESS FORMS LEATHER GOODS BRIEF CASES

ADDING MACHINES
TYPEWRITERS
CARBONS
RIBBONS

Keystone Construction Company
Box 55
Prinewille, Oregon

IN REMITTING PLEASE DETACH THIS COUPON AND MAIL WITH YOUR CHECK. AMOUNT REMITTED $ __________

DAY	ITEMS	CHARGES	CREDITS	BALANCE
	BALANCE FWD.			
	November 30, 1961 Balance			69.82

All Accounts are Due and Payable 10th of Month following Date of Bill — Terms Net.

RYDER BROTHERS STATIONERY STORE
BOB BRÄTE - Owner **BAKER, OREGON**

PLEASE PAY LAST AMOUNT IN THIS COLUMN

RECEIVED
MAR 19 1962
FOR FILING

[illegible]

5769

D Cook

March 16, 1962

Rogers Asphalt Paving Co.
P. O. Box 200
La Grande, Oregon

Attention: Mr. O. K. Rogers

Gentlemen:

In your letter of March 14 you inquire concerning the status of your claim against Keystone Construction Co. on Contract No. 5769 for work on the Pleasant Valley-Hill Creek Section of the Old Oregon Trail Highway.

I have checked our records and find that your claim in the amount of $745.11 was filed with the Secretary of State on September 29, 1961, and was also filed with us on that date.

The contract has not yet been completed or accepted and by the filing of your claim you have established your legal rights under the bond, furnished by the American Insurance Company. I know of no action that you could take to hurry the payment of your claim other than the institution of legal action.

I know that the surety is concerned about the claims filed against this contract, and it might be well for you to contact them again. Their agent is Cole, Clark & Cunningham, Inc., 222 S. W. 4th Ave., Portland 4.

Yours very truly,

Secretary
OREGON STATE HIGHWAY COMMISSION

FQ:fp

NOTED ON CARD
dc

ROGERS ASPHALT PAVING CO.
O. K. ROGERS, OWNER
P. O. BOX 200 — PHONE WO 3-3633
LA GRANDE, OREGON

March 14, 1962

Secretary
Oregon State Highway Commission
Salem, Oregon

Gentlemen:

In September of 1961 I filed a claim with you regarding Keystone Construction Co. I have also written to their bonding company and also to Keystone, but cannot get any satisfaction from either of those. I just wish to state that this claim has not yet been paid. The contract this material was furnished to was the Pleasant Valley - Hill Creek Section on the Old Oregon Trail Highway in Baker, County.
I even called at the claims adjusters office in Portland in the month of January, but that did not bring any results either, as he says Keystone hasn't defaulted as yet, in other words I just wish to be sure that this claim is still active with the Highway Commission at the time of completion of this job, which I understand is now to be in June of this year. You say the state does not make any payment of claims but looks to the contractor or his surety, well I can't get either of those to make any payment so do you recommend any course of action other than just waiting until completion?

Very truly yours,

O K Rogers

RECEIVED
MAR 16 1962
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
MAR 7 1962
FOR FILES

[illegible]

5769

March 6, 1962

American Insurance Company
McLaughlin Building
1220 S. W. Columbia
Portland 1, Oregon

Gentlemen:

The Accounting Division has advised us that payment on Estimate No. 17 for Contract 5769, awarded to Keystone Construction Company, Inc., in the amount of $1,403.95 is being mailed to the contractor today.

We inform you of this action in line with your request of November 14, 1961.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM.

FQ:jmc

cc: Cole, Clark & Cunningham
222 S. W. 4th Avenue
Portland 4, Oregon

Keystone Construction Co., Inc.
P. O. Box 55
Prineville, Oregon

RECEIVED
MAR 5 1962
FOR FILING

I-80N 4(8)316

5769

March 2, 1962

American Insurance Company
McLaughlin Building
1220 S. W. Columbia
Portland 1, Oregon

Gentlemen:

Attached is a copy of a claim in the amount of $1,194.62 which has been filed with the Secretary of State by George M. Philpott Co. Oregon, Ltd., for rental of equipment and furnishing of parts and materials to Keystone Construction Company, Inc.

This appears to be in connection with the Keystone Construction Company Contract No. 5769, grading and paving on the Pleasant Valley-Hill Creek Section of the Old Oregon Trail Highway in Baker County.

We provide this information as your company appears as surety on the performance bond furnished with this contract.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

Encl.

cc: Cole, Clark & Cunningham, Inc.
222 S. W. Fourth Avenue
Portland 4, Oregon

Keystone Construction Co., Inc.
P. O. Box 55
Prineville, Oregon

M. K. McIver
Glenn L. Jackson
Forrest Cooper

NOTED ON CARD
dc

NOTICE OF CLAIM

TO: STATE OF OREGON, by and through
the STATE HIGHWAY DEPARTMENT

Notice is hereby given that the undersigned GEORGE M. PHILPOTT CO. OREG., LTD., has a claim for the rental of equipment and furnishing of parts and materials from approximately April 1, 1960, to December 31, 1961, in the sum of $1,194.62 against the bond taken from KEYSTONE CONSTRUCTION CO., as principal, and AMERICAN INSURANCE COMPANY, as surety, for the work relating to Pleasant Valley - Hill Creek Section of Old Oregon Trail Highway being performed under Oregon State Highway Department Contract No. 5769.

This notice is given pursuant to ORS, Chapter 279.

DATED this 16th day of February, 1962.

GEORGE M. PHILPOTT CO. OREG., LTD.

By

File #3917

FILED
FEB 19 1962
HOWELL APPLING, JR.
SECRETARY OF STATE

RECEIVED
FEB 19 1962
HOWELL APPLING, JR.
SECRETARY OF STATE

NOTICE OF CLAIM

TO: STATE OF OREGON, by and through
the STATE HIGHWAY DEPARTMENT

Notice is hereby given that the undersigned GEORGE M. PHILPOTT CO. OREG., LTD., has a claim for the rental of equipment and furnishing of parts and materials from approximately April 1, 1960, to December 31, 1961, in the sum of $1,194.62 against the bond taken from KEYSTONE CONSTRUCTION CO., as principal, and AMERICAN INSURANCE COMPANY, as surety, for the work relating to Pleasant Valley - Hill Creek Section of Old Oregon Trail Highway being performed under Oregon State Highway Department Contract No. 5769.

This notice is given pursuant to ORS, Chapter 279.

DATED this 16th day of February, 1962.

GEORGE M. PHILPOTT ~~CO.~~ OREG., LTD.

By

File #3917

FILED
FEB 19 1962
HOWELL APPLING, JR.
SECRETARY OF STATE

RECEIVED
FEB 19 1962
HOWELL APPLING, JR.
SECRETARY OF STATE

STATE OF OREGON

MICROFILMED PUBLIC RECORD

(In accordance with the provisions of ORS 192.040 through 192.070)

Name of Agency: Oregon Department of Transportation

Title of Record Series: Construction Contracts

Arrangement of Records: By Contract Number

Index:

INDEXING: Begins with Contract #5729 Ends with: Contract # 5769 folder #2

FLASH CARDS: Begin Each Contract

Remarks: # 5729 is continued from reel 99
5769 is continued on reel 101
folder #2

Reel No. 100 Reduction Ratio 21:1 Project No. ____

Camera: Name Bell & Howell Model File Master Film Recordak AHU MICROFILM 1460

CAMERA OPERATOR'S CERTIFICATE

Certification: I hereby certify that I have on this 27 day of March,
19 81 photographed the documents appearing on this roll of film,' that they
are true copies of documents, found in the record file described above, and
that the integrity of the above described record file has been maintained on
the film by microfilming each document in the exact order in which it was
found in the file - with the exception, if any, of documents omitted because
of technical difficulties and/or by error, as indicated on the film in the
cross-reference notes or retake certificate.

I hereby further certify that the microfilm on which these documents are recorded was procured as permanent film of the slow burning cellulose ester or polyester type known as safety photographic film, conforming to applicable standards of the American National Standards Institute; and that the processing conforms to the standards for permanent film; and that samples of film processed by this service are periodically tested.

Signature Silvar Storm